United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

TAKE PRIDE IN AMERICA

NOV 2 1 2005

Honorable Narcisco Cunanan
Chairman, Nooksack Indian Tribe
P.O. Box 157
5016 Deming Road
Deming, Washington 98244-0157

Dear Chairman Cunanan:

On October 11, 2005, we received the Fourth Amendment to the Tribal-State Compact for Class III Gaming between the Nooksack Indian Tribe and the State of Washington, executed on September 14, 2005 (Amendment). We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. 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 continued success in their economic venture.

Sincerely,

Principal Deputy Assistant Secretary- Indian Affairs

Identical Letter Addressed to: Honorable Christine Gregoire
Governor, State of Washington

FOURTH AMENDMENT TO THE TRIBAL/STATE COMPACT FOR CLASS III GAMING Between the NOOKSACK INDIAN TRIBE and the STATE OF WASHINGTON

INTRODUCTION

The NOOKSACK INDIAN TRIBE (hereafter "Tribe") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact on October 28, 1991 pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter "I.G.R.A."). The Tribe and the State amended that compact by mutual agreement on April 26, 1994, January 26, 1995, and November 23, 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 the members of the Tribe and the citizens of the State consistent with the objectives of I.G.R.A.

COMPACT AMENDMENTS

1. Section 2, (d) and (f) through (i) are amended to read as follows:

"(d) "Compact" means the Nooksack Indian Tribe – State of Washington Gaming Compact, together with its amendments.

(f) "Gaming Employee" means any person 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~~ a gaming facility regarding any Class III activity, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance personnel; security personnel; cashier supervisors; dealers or croupiers,; box men; floormen; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; management companies and their principals; and any other natural person whose employment duties require or authorize access to restricted areas of the gaming facilityies not otherwise opened to the public. This section shall not be applicable to the Board of Directors of the Nooksack Economic Development Corporation (N.E.D.C.). N.E.D.C. board members shall be screened by the Tribal Council to ensure qualifications with the provisions of Section 5(c). The Tribal Gaming Agency shall notify the State Gaming Agency of the identity of all board members of the N.E.D.C.

(g) "Gaming Facility" or "Gaming Facilities" means the ~~room, rooms~~ building or buildings or ~~that~~ portion ~~of a room~~ thereof in which Class III Gaming activities as authorized by this Compact are ~~is~~ conducted ~~on Nooksack Tribal Lands on the reservation in Deming located in Whatcom County, Washington~~ by the Tribe.

(h) "Gaming Operation" means the enterprise or enterprises operated by the Tribe ~~on Nooksack Tribal Lands~~ for the conduct of any form of Class III gaming in any gaming facility.

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(i) "Gaming Services" means the providing of any goods or services to the Tribe directly in connection with the operation of Class III gaming in any gaming facility, including equipment, maintenance or security services for ~~the~~ a gaming facility."

2. Section 3, (a) through (d), and (f) through (n) are amended to read as follows:

"(a) Scope of Class III Gaming Activities. The Tribal gaming operation may utilize in its gaming facilityics, subject to the provisions of this Compact, any or all of the following Class III activities:

(i) Blackjack;

(ii) Money-wheel;

(iii) Roulette;

(iv) Baccarat;

(v) Chuck-a-luck;

(vi) Pai-gow;

(vii) Red Dog;

(viii) Chemin De Fer;

(ix) Craps;

(x) 4-5-6;

(xi) Ship-Captain-Crew;

(xii) Horses (stop dice);

(xiii) Beat the Dealer;

(xiv) Over/Under Seven;

(xv) Beat My Shake;

(xvi) Horse Race;

(xvii) Sweet Sixteen;

(xviii) Sports Pools;

(xix) Sic-Bo;

(xx) Keno. Provided, that the Tribe shall submit the proposed game regulations to the State Gaming Agency at least thirty (30) days prior to the time play begins. If the State takes no action within the thirty (30) days, the Tribe may begin offering the game. If a dispute arises between the Tribe and the State regarding issues including but not limited to rules of the game, legality of the game, manner of play, or ability of the parties to regulate, the State and the Tribal Gaming Agencies shall meet and resolve the dispute prior to the time play of that game can begin. The provisions of Section ~~XII~~ 12 (c) may be utilized to resolve disputes if necessary.

(xxi) Poker.

(xxii) Jackpot Poker. Provided, that the Tribe shall submit the proposed game regulations to the State Gaming Agency at least thirty (30) days prior to the time play begins. If the State takes no action within the thirty (30) days, the Tribe may begin offering the game. If a dispute arises between the Tribe and the State regarding issues including but not limited to rules of the game, legality of the game, manner of play, or ability of the parties to regulate, the State and the Tribal Gaming Agencies shall meet and resolve the dispute prior to the time play of that game can begin. The provisions of Section ~~XII~~ 12(c) may be utilized to resolve disputes if necessary. For purposes of this activity, the Class II and/or Class III poker stations associated with the jackpot as well as the employees associated with the jackpot shall be subject to the jurisdictional provisions set forth in Sections ~~IV~~ 4 and ~~V~~ 5 of this Compact and the enforcement provisions set forth in Sections ~~VII~~ 7, ~~VIII~~ 8, and ~~IX~~ 9of this Compact.

(xxiii) 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. Provided, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section 12(c).

(xxiv) Tribal Lottery Systems. Notwithstanding anything in this Compact which could be construed to be to the contrary, Tribal Lottery Systems operated in conformity with Appendix X are hereby authorized.

(xxv) Any electronic gambling device (EGD) as defined herein and under the Johnson Act, as set forth in Appendices X and Y to this Compact.

(b) Punchboards, Pull Tabs, Poker, and Washington State Lottery – Separate Locations. In addition to the games authorized by Section 3(a), the Tribe may utilize punchboards and pull tabs in the facilityies and at other locations within the Nooksack Tribal Lands subject to regulation by the Tribe and operated in a manner consistent with the sale of punchboards and pull tabs in the Tribal gaming facilityies. The operation of State lottery retail locations shall be subject to the provisions of RCW 67.70, WAC Chapter 315 and Tribal Ordinance. Poker played in the same manner as authorized in State licensed card rooms and in conformity with those laws and regulations of the State regarding hours or periods of operation of such card game and its limitations on wagers or pot sizes in such card games, which tables are in addition to the number of gaming stations set forth in Section 3(g);

(c) Amusement Games. The Tribe may utilize Amusement Games, as defined in chapter 9.46.0201 R.C.W., as a part of the Class III facilityies subject to tribal regulation at least as restrictive as that imposed by the State.

(d) Authorized Gaming Operation. The Tribe may establish ~~one gaming operation and~~ two gaming facilityies to be located on trust lands within or contiguous to the boundaries of the Nooksack Reservation ~~on the Nooksack Tribal Lands~~ for the operation of any Class III games as authorized pursuant to sub-section (a) of this Section. The gaming facilityies may be in the same location and operated in conjunction with the other Tribal gaming operations.

(f) Size of Gaming Floor. The actual Class III gaming floor within ~~the~~ each gaming facility shall be determined by the Tribe.

(g) Size of Class III Gaming Operation. ~~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 ("the nonprofit station"). The proceeds from the nonprofit station shall be dedicated to support nonprofit organizations and their activities located within Whatcom county or the State of Washington. For purposes of determination of "proceeds" from the nonprofit station only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. Therefore, the proceeds shall equal the net win less the costs of regulation and operation, divided by the thirty one (31) 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. When the gaming operation has met the conditions set forth in Section 3(e), "phase two" may be implemented, providing for up to fifty (50) gaming stations plus, at the option of the Tribe, two (2) additional gaming stations ("the nonprofit stations").~~ The Tribe has the option to use a total of seventy-five (75) gaming stations within one facility and a total of fifty (50) gaming stations within a second facility. However, the Tribe has the option to add one (1) additional nonprofit gaming station ("Nonprofit Station") for every twenty-five (25) gaming stations allowed in a facility. The proceeds from all Nonprofit Stations shall be dedicated to support bona fide nonprofit organizations and their activities within the state of Washington. PROVIDED, that the Tribe is required to obtain transfers of Class III gaming station authorization from another tribe which has entered into a compact with the State for the use of Class III gaming stations as defined in this Compact for any Class III gaming stations, except for Nonprofit Stations, beyond sixty (60) in total for all gaming facilities. PROVIDED FURTHER, that the transfer of Class III gaming station authorization from another tribe shall be effectuated through the use of a "Class III Gaming Station Transfer Agreement" appended hereto as Appendix C of this Compact. For the purpose of the determination of "proceeds" from a Nonprofit Station only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. The net win from a Nonprofit Station is not subject to community contribution established under Section 14(c) of this Compact. The Tribal Gaming Ordinance or Tribal Council Resolution shall set forth regulations concerning the types of bona fide nonprofit organizations and/or the types of projects of such organizations which shall be supported by the Nonprofit Stations; and the Washington State Council on Problem Gambling, or a successor organization if the Council ceases to exist, shall be a beneficiary with respect to the Nonprofit Stations unless otherwise funded by community and enforcement impact as defined in Section 14(c).

(h) Wagering Limitations. Wager limits shall not exceed ~~two hundred fifty dollars ($250). When the gaming operation has met the conditions set forth in Section 3(e), "phase two" may be implemented, providing for wager limits of up to~~ five hundred dollars ($500).

(i) Hours of Operation. ~~Operating hours may not exceed one hundred twelve (112) hours per week on an annualized basis. When the gaming operation has met the conditions set forth in Section 3(e), "phase two" may be implemented, providing for operating hours of up to one hundred forty (140) hours per week on an annualized basis. Provided, however, the Class III gaming operation shall be open no more than twenty (20) hours in any twenty-four (24) hour period, and shall be closed to the public from 2:00 a.m. until 6:00 a.m. each day of operation. Provided further, the Tribe may conduct Class III gaming operations beyond 2:00 a.m. upon mutual written agreement by the State Gaming Agency, the Tribal Gaming Agency, and local law enforcement agencies. Provided further, upon thirty (30) days written notice to the State Gaming Agency and upon written mutual agreement between the State Gaming Agency and Tribal Gaming Agency, the Tribe may, not more than three (3) time per calendar year, conduct~~

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~~continuous Class III operations for up to seventy two (72) hours.~~ The Tribe may conduct Class III operations for up to one hundred fifty-six hours (156) per week in each gaming facility. The Tribal Gaming Agency will provide to the State Gaming Agency and the local law enforcement agencies a schedule indicating the hours of operation of each Class III facility. 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 each facility in any twelve (12) month period, conduct operations for up to one hundred and 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 operation during such weeks.

(j) Ownership of Gaming Facilityies and Gaming Operation. The gaming operation and the gaming facilities shall be owned by the Tribe. Provided, the Tribe may utilize a management company in the gaming operation, including ~~the~~ gaming facilityies, consistent with the requirements of the I.G.R.A., if market factors and business reasons dictate. Provided further, any management company shall obtain certification from the state authorizing it to engage in Class III gaming prior to the commencement of operation or prior to construction hard costs if participating in the construction of the gaming facilityies.

(k) Prohibited Activities. Any Class III gaming activity not specifically authorized ~~in Section 3(a)~~ by this Compact is prohibited. In addition, unless otherwise authorized by the State and the Tribe, any electronic facsimile of a gaming activity, and all gambling devices are prohibited. Nothing herein is intended to prohibit or restrict otherwise lawful and authorized Class II gaming activities upon Nooksack Tribal Lands or within the gaming facilityies.

(l) Prohibition on Minors. No person under the age of eighteen shall participate in any gaming operation, or be allowed on the Class III gaming floor authorized by this Compact during actual hours of operation. Should alcoholic beverages be offered ~~on~~ in the gaming ~~floor~~ area pursuant to applicable law, then no patron under the age of twenty-one (21) shall be permitted ~~on~~ in the gaming ~~floor~~ area during actual hours of operation. PROVIDED, that such age limitation shall not apply to an individual accompanied by an adult for the specific and limited purpose of proceeding directly and immediately across the gaming area for a legitimate non-gaming purpose, with no gaming area loitering or gaming participation by the under age person or accompanying adult.

(m) Prohibition on Firearms. The possession of firearms by any person within ~~the~~ gaming facilityies shall be strictly prohibited. Provided, this prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, Tribal Law Enforcement Agency, State Gaming Agency, state and local law enforcement agencies.

(n) Financing. Any third party financing extended or guaranteed for the Class III operation and facilityies shall be disclosed to the State Gaming Agency and said party shall be required to be certified by the State Gaming Agency."

3. Section 4, (a), (c), and (d) are amended to read as follows:

"(a) Gaming Operation and Facilityies. The gaming operation and gaming facilityies authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Compact prior to commencement of operation, and annually thereafter. Verification of this requirement shall be made by the State Gaming Agency and the Tribal Gaming Agency through a joint pre-operation inspection and letter of compliance. The State shall send a non-compliance letter within seven (7) working days after the completion of the

inspection. If a dispute arises during the inspection, it shall be resolved pursuant to Section 12(c) of this Compact.

(c) Management Companies. Any management company, including its principals, engaged by the Tribe to assist in the management or operation of the gaming facilityies or gaming operation shall be subject to the licensing requirements of the Tribal Gaming Agency, the National Indian Gaming Commission, and shall be required to obtain state certification prior to providing management services for Class III activities. The certification shall be limited to gaming authorized under this eCompact, and maintained annually thereafter.

(d) Financiers. Any party extending financing to the gaming facilityies or gaming operation shall be subject to the licensing requirements of the Tribal Gaming Agency and shall be required to obtain state certification prior to completion of the financing agreement and annually thereafter."

4. Section 5, (c) is amended to read as follows:

"(c) Provisional/Conditional Certification of Tribal Members. For enrolled members of the Nooksack Indian Tribe who are applicants for Class III gaming certification and licensing, the State Gaming Agency will consult with the Tribal Gaming Agency prior to denying certification to such an applicant who does 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 facilityies. 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."

5. Section 6, (a) through (f) are amended to read as follows:

"(a) Tribe. The ultimate responsibility for ensuring the regulation, control, and integrity of the gaming authorized by this Compact shall be that of the Tribe. The Tribe shall provide for and oversee the following functions:

(i) Ensure the enforcement in the gaming operation, including the facilities, of all relevant laws;

(ii) Ensure that the gaming operation has adequate policies in place for the physical safety of patrons in the establishment; and

(iii) Ensure the physical safety of personnel employed by the establishment.

(ab) Tribal Gaming Agency. The primary responsibility for the on-site regulation, control and security of the gaming operation authorized by this Compact, and for the enforcement of this Compact within Nooksack Tribal Lands, shall be that of the Tribal Gaming Agency. Upon request of the Tribe, the State shall work with the Tribe to develop and train agents of the Tribal Gaming Agency. As part of its duties, the Tribal Gaming Agency shall perform the following functions, as related to the regulation and integrity of gaming:

~~(i) the enforcement in the gaming operation, including the facility, of all relevant laws;~~

~~(ii) the physical safety of patrons in the establishment;~~

~~(ii) the physical safety of personnel employed by the establishment;~~

(i) ~~(iv)~~ the physical safeguarding of assets transported to and from the gaming facility and cashier's cage department;

(ii) ~~(v)~~ the protection of the patrons and the establishment's property from illegal activity;

(iii) ~~(vi)~~ the detention of persons who may be involved in illegal acts for the purpose of notifying the law enforcement authorities; and

(iv) ~~(vii)~~ the recording of any and all unusual occurrences within ~~the~~ a gaming facility. Each ~~incident, without regard to materiality,~~ occurrence 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:

(aa) the assigned number;

(bb) the date;

(cc) the time;

(dd) the nature of the incident;

(ee) the person involved in the incident; and

(ff) the security department or Tribal Gaming Agency employee assigned.

(~~b~~c) Inspectors. The Tribal Gaming Agency shall employ qualified inspectors or agents under the authority of the Tribal Gaming Agency. Said inspectors shall be independent of the Tribal gaming operation and any management company and shall be supervised and accountable only to the Tribal Gaming Agency.

(~~c~~d) Reporting of Violations. A Tribal gaming inspector shall be present in ~~the~~ each gaming facility during all hours of such facility's 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~~e) Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation of the Compact provisions and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as the Tribal Gaming 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 against a gaming employee, a management company employee, or any other person directly or indirectly involved in, or benefiting from, the gaming operation.

(ef) 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 requested services to ensure proper compliance with the provisions of this Compact, Tribal Ordinances, laws of the Tribe, or applicable laws of the State.

(fg) ~~Quarterly~~ Meetings. 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 shall meet on an as needed basis, at least once annually, ~~not less than on a quarterly basis,~~ 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. The State Gaming Agency prior to or during such meetings shall disclose 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 will not compromise the interest sought to be protected."

6. Section 7, (a) and (e) are amended to read as follows:

"(a) Monitoring. The State Gaming Agency shall, pursuant to the provisions of this Compact, have the authority to monitor the Tribal gaming operation to ensure that the operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal gaming operation, agents of the State Gaming Agency shall have free and unrestricted access to all areas of ~~the~~ each gaming facility during normal operating hours without giving prior notice to the Tribal gaming operation. The Tribal Gaming Agency may send a representative to assist the State gaming agents in the inspection.

(e) Cooperation With Tribal Gaming Agency. The State Gaming Agency shall meet periodically with the Tribal Gaming Agency and cooperate fully in all matters relating to the enforcement of the provisions of this Compact and immediately notify the Tribal Gaming Agency of any activity suspected or occurring whether within ~~the~~ each gaming facility or not, which adversely affects State, Tribal or public interests relating to ~~the~~ each gaming facility and operation. Provided, such disclosure shall not compromise the interest sought to be protected."

7. Section 9, (a) is amended to read as follows:

"(a) Investigative Authority. The Tribal Gaming Agency, Tribal Law Enforcement Agency, the Whatcom County Sheriff, the Washington State Patrol, and the State Gaming Agency shall have the authority to investigate gambling and related crimes against the laws of the Tribe and of Chapter 9.46 RCW made applicable, that occur within ~~the~~ a gaming facility or within Nooksack Tribal Lands."

8. Section 11, (b) is amended to read as follows:

"(b) Additional Operational Requirements Applicable to Class III Gaming. The following additional requirements shall apply to the gaming operation conducted by the Tribe:

(i) To ensure integrity, the Tribal Gaming operation shall maintain a surveillance log recording all surveillance activities in the monitoring room of ~~the~~ each gaming facility; a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency or security department employee is made.

(ii) The Tribal Gaming Agency shall establish a list of persons barred from ~~the~~ each gaming facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Tribe. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list from entry into ~~its~~ each gaming facility. The Tribal Gaming Agency shall send a copy of its list on a quarterly basis to the State Gaming Agency.

(iii) 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.

(iv) 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~~ each gaming facility. Betting limits applicable to any gaming station shall be displayed at such gaming station. Rules for games identified in Section 3(a) shall be based upon such games as commonly practiced in Nevada, including wagering or play, as do not fundamentally alter the nature of the game as the Tribal Gaming Agency may approve. Rules for games identified in Section 3(a) shall be submitted to the State Gaming agency for review, which review shall determine if said rules do not fundamentally alter the nature of the game. The Tribal Gaming Agency will provide the State Gaming Agency ten (10) days advance notice of the rules of each game and any modifications thereof, and will provide adequate notice to patrons of ~~the~~ each gaming operation facility to advise them of the applicable rules in effect. In the event of a dispute, the matter will be handled in accordance with Section 12(c) of this Compact.

(v) The Tribal gaming operation shall maintain a closed circuit television system for each facility in accordance with the regulations set forth in Appendix A, and shall not modify such regulations 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 each facility and any modifications thereof for review by the Tribal Gaming Agency. If ~~the~~ a floor plan or closed circuit television system does not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or closed circuit television system in order to remedy such deficiency. The Tribal Gaming Agency shall forward a copy of ~~the~~ each floor plan and closed circuit television system to the State Gaming Agency for review and consideration prior to final approval. In the event of a dispute, the matter will be handled in accordance with the provisions of Section 12(c).

(vi) The Tribal gaming operation shall maintain a cashier's cage for each facility in accordance with the standards set forth in Section 7(3)(d) and Section 9(3) of Appendix A, and shall not modify such standards without the concurrence of the State Gaming Agency. The Tribal Gaming Agency and the State Gaming Agency may review cashier's cage security. If ~~the~~ a cashier's cage does not comply with the security standards set forth in the Appendix, the Tribal gaming operation shall modify ~~its~~ the cashier's cage to remedy such deficiency. In the event of a dispute the matter will be handled in accordance with provisions of Section 12(c).

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(vii) The Tribal gaming operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit operated in ~~its~~ a gaming facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate to protect the integrity of the table games, the Tribal Gaming Agency and State Gaming Agency shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements. If agreement cannot be reached between the State Gaming Agency and the Tribal Gaming Agency, the dispute shall be handled in accordance with Section 12(c) of this Compact."

9. Section 12, (d) is amended to read as follows:

"(d) Sanctions/Civil Fines. The following is a schedule of civil fines for any infraction of the provisions of the Compact Sections set forth below. These penalties are set forth as maximums to be set within the reasonable discretion of the State Gaming Agency and charged and levied against the N.E.D.C. Should the N.E.D.C. cease to operate the Class III Gaming Operation, these penalties shall be charged and levied against the subsequent operator or the Tribe. The event or circumstances occasioning the charge and the extent and amount of the penalty for the infraction, if contested, are subject to dispute resolution under Section 12(c). All such penalties are subject to disposition under Section 12(e).

Violation of Terms, Conditions and Provisions of Section 3:	First and subsequent infractions: up to a maximum suspension of gaming operations within ~~the~~ a facility not to exceed 5 days of active hours of operation (up to 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 30 days.
Violation of Terms, Conditions and Provisions of Section 4 – Non-Certified or Non-Licensed Gaming Employee(s)/ Manufacturer(s) and Supplier(s):	(a) Employees: First infraction: Fine equal to daily net win for each day of employment divided by the number of stations in play for each day of employment. Second infraction (same person): One day's suspension (20 hours) of gaming operations for each day of employment or a fine equal to the net win for each day of employment; (b) Manufacturers and suppliers: First infraction: Up to $5,000.00; second infraction: Up to $20,000.00.
Violation of Terms, Conditions and Provisions of Section 11 and Appendix A – Violation of Same Provision:	First infraction: written warning; second infraction: up to $250.00; third infraction: up to $500.00: any subsequent violation up to $1,000.00, all to be charged and monitored on a per-violation basis on an annual basis dating from the issuance of the written warning. Provided, during the first six (6) months of actual operation only written warnings will be issued."

10. Section 14, (b) and (c) are amended to read as follows:

"(b) Emergency Service Accessibility. The ~~Tribal Gaming Agency~~ Tribe shall make provisions for adequate emergency accessibility and service.

(c) Community Contribution. Two and one-half percent (2.5%) of the net win of the gaming stations shall be paid to the County of Whatcom for law enforcement purposes as a contribution to defray potential impacts which may result from the operation of the Class III gaming facilit~~y~~ies. The contribution shall be made annually upon the anniversaries of the opening of the facilit~~y~~ies in the manner agreed upon between the Tribe and Whatcom County."

11. Section 15, (d) is amended to read as follows:

"(d) Amendments/Renegotiations.

~~(i) Amendments – Mutual. The terms and conditions of this Compact may be amended at any time by the mutual and written agreement of both parties.~~

~~(ii) Renegotiation/Amendments. Subsections 3(d), (g), (h), and (i) will not be subject to renegotiation or amendment for thirty six (36) months from the date of this amendment, January 26, 1995, 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 of 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; (3) another tribe West 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 provision of this Compact; or (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 operating, 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. Further, § 15(d)(i) which provides that the parties may "mutually agree" to renegotiations and/or compact amendments may not be invoked during this thirty six (36) month time period;~~

~~(iii) Renegotiation – Tribe. The parties shall renegotiate the nature and/or scope of Class III gaming as set forth in Section 3 above upon the written notice and request by the Tribe to the State, if and when:~~

~~(aa) laws in the State are enacted allowing that gaming which is now prohibited; or~~

~~(bb) the Tribe wishes to engage in other forms of Class III gaming other than those games authorized in Section 3(a), including a Tribal lotto/lottery, off-track betting and/or horse racing track and facility.~~

~~iv) Renegotiation – State. The parties shall renegotiate Sections 4, 5, 7, 11 and 14 upon the written notice and request by the State to the Tribe, 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, provided however, if any renegotiation of Section 14 would require additional expenditures of Tribal funds, then the source and origin of such funds must be addressed and resolved. If the renegotiations are unsuccessful, then the~~

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~~matter shall be resolved pursuant to Section 12(c) which in this instance shall be mandatory and binding.~~

~~(iv)~~(i) Renegotiation. 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 I.G.R.A. 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.

~~(v)~~(ii) 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. ~~If the request meets the requirements of this sub section or provise,~~ tThe parties shall confer and required negotiations shall commence within thirty (30) days of the request. All matters involving negotiations or other amendatory processes under Section 15 shall be otherwise governed, controlled and conducted in conformity with the provisions and requirements of 25 U.S.C. Section 2710(d), except the delegation of the actual resolution of an unsettled dispute under Section 15(d)~~(iv)~~(i) pursuant to Section 12(c).

~~(vi) State Authorization of Additional Class III Gaming Activities. In the event the State hereafter authorizes any additional Class III activity, including electronic facsimiles of Class II or Class III gaming, the Tribe shall be authorized to conduct such activity prior to completion of the subsequent negotiations as provided in this sub section (d), if such activity is conducted in accordance with all of the limitations and requirements of the State.~~

(iii) 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 amended 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."

12. Appendix X to the Compact is amended to read as follows:

"12.4 Further Conditions. Provided the requirements of Sections 12.2.1 through 12.2.5 have been met and so determined by the SGA, or have been deemed to be so determined, the Tribe may increase to a total of 3,000 the number of Player Terminals it is authorized to operate ~~above the number of Terminals in its Allocation,~~ with up to a maximum of ~~1500~~ 2,000 Player Terminals ~~per~~ located at one of the Tribe's two facility~~ies~~, by acquiring allocation rights from any tribe which has entered into a compact authorizing operation of a Tribal Lottery System consistent with ~~this~~ Appendi~~x~~ces X or Y ("Eligible Tribe"), or may transfer some or all of its Allocated Player Terminals to an Eligible Tribe, subject to the following conditions:

14.2 Charitable Donations. One-half of one percent (0.5%) of the net win derived from Tribal Lottery System activities, determined on an annual basis, shall be donated to non-tribal bona fide non-profit and charitable organizations in the State of Washington which may include the Department of Social and Health Services' Division of Alcohol and Substance Abuse to support problem gambling services or to a bona fide tribal or other non-profit organization

whose primary purposes are related to addressing the ills of compulsive or problem gambling within the State, the Tribe, or the neighboring communities; and"

13. Appendix Colville is appended to the Compact as Appendix Y as follows:

Appendix Colville, as appended to the compact or Class III gaming between the Confederated Tribes of the Colville Reservation and the State of Washington, is incorporated herein by reference and appended to the Compact as Appendix Y (see attached).

14. Appendix C is added to the Compact as attached.

IN WITNESS WHEREOF, the Nooksack Indian Tribe and the State of Washington have executed this Compact amendment.

THE NOOKSACK INDIAN TRIBE

Dated: 8.19.05

By: [signature]
Narcisco Cunanan, Chair

THE STATE OF WASHINGTON

Dated: 9/14/05

By: Christine Gregoire
Christine Gregoire, Governor

APPENDIX C

NOOKSACK INDIAN TRIBE – STATE OF WASHINGTON CLASS III GAMING COMPACT

CLASS III GAMING STATION TRANSFER AGREEMENT

This Class III Gaming Station Transfer Agreement ("Agreement"), is made and entered into between _____ ("Transferor"), and _____("Transferee"), and the State of Washington ("State") for purposes of transferring authority and use of Class III Gaming Stations between Tribes which have entered into Tribal – State Compacts for Class III Gaming with the State and as a Memorandum of Understanding between the State and Tribal parties authorizing and memorializing the transfer.

AGREEMENT

1. Transfer. Transferor hereby transfers and assigns to Transferee, for the Term set forth below, all of Transferor's Class III Gaming Station authority for the use of _____ Class III Gaming Stations to which Transferor is now or may hereafter become entitled during the Term of this Agreement.

2. Term. The Term of this Agreement, and all rights and authority granted hereby, shall be from _____, 200__ through _____, 200__ and shall commence at 12:00 AM on the first date entered above and expire at 11:59 PM of the last date entered above unless other hours are so specified herein.

3. Representations and Agreements. Transferor represents and agrees that it is or will become at the commencement of the term of this Agreement, capable and authorized to utilize the number of Class III Gaming Stations noted above, that no other grant or transfer of any rights relative to the number of Class III Gaming Stations which would conflict with the authority transferred hereby has occurred or will occur, and that it fully waives and surrenders the right to utilize the number of Class III Gaming Stations noted above for the term of this Agreement. Transferee represents and agrees that it is legally authorized to utilize Class III Gaming Stations and is capable and authorized to accept the transfer of authority herein. State represents and agrees that both Transferor and Transferee are authorized under the terms of valid Tribal -- State Compacts to utilize Class III Gaming Stations, and, that upon execution of this Agreement by the parties, Transferor and Transferee may effectuate the transfer of authority for the use of the number of Class III Gaming Stations specified herein for the term of this Agreement.

4. Entire Agreement. This Agreement contains the entire agreement of the parties as to the legal capabilities and authorizations for the transfer specified herein. No party is relying on any statement, representation or document which is not contained or referenced in this Agreement. Transferor and Transferee may enter into separate agreements related to the utilization of Class III Gaming Stations transferred hereby, PROVIDED, that the terms of such separate agreements shall not affect the legal capabilities and authorizations for the transfer specified herein.

d) ensure that the equipment does not constitute:
   i) electronic, mechanical or electro-mechanical devices or terminals which allow for individual play against such devices or terminals, or
   ii) gambling that is activated/initiated by the insertion of a coin or currency.

1.4 Judicially Articulated Restrictions

EGDs may be utilized by the Tribe under the following conditions:

a) The EGD is activated by a "cashless transaction system" and not by the insertion of coin or currency;
b) The EGD does not allow for individual play against the device or terminal. The parties agree that this requirement can be met in the following non-exclusive ways:
   i) Players compete for a number from a predetermined set of numbers, each associated with a specific outcome; or
   ii) Players compete in a pooled wagering system whereby prizes are awarded from a wagering pool or pools made up of the players' wagers and the house is entitled to a set amount of the pooled wagers. Systems meeting the requirements of this subsection may allow for an initial seeding of the wagering pool by the house, and reseeding in circumstances of excessive volatility.
c) Player terminals do not contain slot machine-type spinning reel mechanisms in mechanical form, nor allow for activation by a slot machine-type handle; and
d) The Tribe and the Washington State Gambling Commission have signed an agreement for each specific type of EGD which confirms that that type of EGD meets the foregoing requirements and sets technical standards and internal controls for operation of that type of EGD.

1.5 Approval Process

a) Except for those EGDs governed by Appendix X, the Tribe and the Gambling Commission shall enter into an agreement for each specific type of EGD which the Tribe wishes to operate. Each agreement shall confirm that the proposed type of EGD meets the requirements contained in the Compact and this Appendix, and shall set the technical standards and internal controls for the operation of that type of EGD. Such technical standards and internal controls shall be uniformly applied to all Washington State gaming tribes and shall include, but not be limited to: operation, interface and random number generator standards; game reports; accounting system requirements and reports; cashless transaction system requirements and reports; security system requirements; testing requirements; and regulatory fees.
b) The Tribe may present to the State Gaming Agency, at any time, a machine concept it believes satisfies the requirements of the Compact and this Appendix. Within thirty (30) days thereafter, the State Gaming Agency shall notify the Tribe of its acceptance or rejection of said concept. If the State Gaming Agency accepts the Tribe's conceptual machine, the Tribe and the State Gaming Agency shall

have ninety (90) additional days to execute the agreement required by § 1.5(a); provided, however, said ninety (90) day period shall not commence until the Tribe has made a full submission of its machine proposal to the State Gaming Agency; provided, further, that the Tribe shall not commence operation of said EGD until the laboratory testing and certification requirements referred to in § 1.3 of this Appendix are met.

c) A "full submission," as that term is used in § 1.5(b), shall include machine hardware (a prototype EGD), base software (the software platform upon which games are loaded), game software for one or more games, and a detailed narrative description of said hardware, base software and game software. Failure of the Tribe and the State Gaming Agency to agree upon a machine concept or failure to execute an agreement required by § 1.5(a) shall constitute a dispute or disagreement between the Tribe and the State Gaming Agency, subject to the dispute resolution provisions contained in § 12 of the Compact.

2 TESTING AND MACHINE APPROVAL

2.1 Designation of Independent Gaming Test Laboratory

The State Gaming Agency shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. Any Gaming Test Laboratory selected shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of electronic gaming systems and to otherwise perform the functions set forth in the Compact. The Tribe may request additional laboratories be placed on the State Gaming Agency's list of Gaming Test Laboratories, which request shall not be unreasonably denied. Any laboratory that is currently licensed and approved by any state, province or country to test or evaluate EGDs or electronic gaming systems shall be placed on the list if, after review by the State Gaming Agency, it is found to be so qualified and otherwise meets the background and licensing requirements applicable to such laboratories under Washington State law. For any testing required under this Appendix, the Tribe shall choose a laboratory from those Gaming Test Laboratories on said State Gaming Agency list. If, at any time, any of the Gaming Test Laboratories' licenses from any jurisdiction are suspended, terminated or subject to disciplinary actions, the Gaming Test Laboratories may be removed from the State Gaming Agency's list. If removed from the State Gaming Agency's list, the Tribe shall choose a new Gaming Test Laboratory as provided herein.

2.2 Testing and Certification of EGDs

a) No EGD may be offered for play unless:
   i) such EGD is approved by the parties as provided in this Appendix; or
   ii) the EGD prototype thereof has been tested and certified by the Gaming Test Laboratory as meeting the requirements specified by this Appendix;

b) If not already provided to the Gaming Test Laboratory, the Tribe shall provide or require that the manufacturer provide to the Gaming Test Laboratory two (2) copies of EGD illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes, hexadecimal dumps (the complied computer program represented in base 16 format), and any

other information requested by the Gaming Test Laboratory. The Tribe shall make all such materials available to the State Gaming Agency upon request;

c) If requested by the Gaming Test Laboratory, the Tribe shall require the manufacturer to transport not more than two (2) working models of the EGD to a location designated by the laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the components of the EGD. If requested by the Gaming Test Laboratory, the Tribe shall required the manufacturer to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis;

d) At the conclusion of each test, the Gaming Test Laboratory shall provide to the State Gaming Agency and the Tribal Gaming Commission a report that contains findings, conclusions and a certification that the EGD conforms or fails to conform to the requirements contained in the Compact. If the Gaming Test Laboratory determines that the device fails to conform to such requirements or technical standards, and if modifications can be made which would bring the EGD into compliance, the report may contain recommendations for such modifications. The parties are not bound by the findings, conclusions or certifications of the Gaming Test Laboratory for purposes of enforcement of the provisions of the Compact.

2.3 Approval by the State Gaming Agency

Upon receiving the certification from the Gaming Test Laboratory, the State Gaming Agency shall either approve or disapprove the EGD or component thereof, based on the technical criteria contained in this Appendix and the agreement adopted under § 1.5, within sixty (60) days of receipt of the certification as to any new EGD or component thereof, and within fifteen (15) days of the receipt of the certification as to any modification to a system which has already been approved by the State Gaming Agency. The certification shall be deemed approved if no action is taken thereon by the State Gaming Agency within said sixty (60) or fifteen (15) day period, as may be applicable. Any disputes arising out of the approval process in this § 2.3 shall be resolved in accordance with § 12 of the Compact.

2.4 Modifications of Approved Systems; Emergency Certifications

No modification to any EGD may be made after testing, certification and approval of an EGD without certification of the modification by the Gaming Test Laboratory under § 2.3 and approval thereof by the State Gaming Agency under this § 2.4. In situations where immediate modifications are necessary to preserve the integrity of an EGD which has been operating pursuant to an approval obtained under § 2.3, the Gaming Test Laboratory may issue an emergency certification of the modification and that it must be made immediately to preserve the integrity of the EGD. Such emergency certifications shall be deemed to be temporarily approved by the State Gaming Agency and remain in effect until the State Gaming Agency takes action on the certification, which shall be governed by § 2.3, provided that no emergency certification shall be valid or effective until actually approved by the State Gaming Agency, if it was not received by the State Gaming Agency within five (5) days after being issued.

2.5 Manufacturer's Conformity to Technical Standards

Before any component of an EGD may be placed into operation, the Tribe shall first have obtained and submitted to the State Gaming Agency a written certification from the manufacturer that upon installation each such component:

a) conforms to the specifications of the EGD as certified by the Gaming Test Laboratory; and
b) operates and plays in accordance with the requirements of the Compact Procedures.

Authorization to operate an EGD requires that it operate and play in accordance with the requirements specified by this Appendix; provided that while the failure of such EGD to comply with such requirements will suffice as grounds to enjoin or otherwise terminate said EGD's operation, such non-compliance will not be deemed a violation of the Compact as long as the Tribe has relied in good faith on the certification of the manufacturer.

2.6 Payment of Gaming Test Laboratory Fees

The Tribe shall be responsible for the payment of all Gaming Test Laboratory fees and costs in connection with the duties described in the Compact. The Tribe shall provide copies of all Gaming Test Laboratory invoices and payments by the Tribe to the State Gaming Agency, which shall have the right to audit such fees. In order to assure independence of the Gaming Test Laboratory, any Gaming Test Laboratory payment delinquency by the Tribe of fees or costs due to the Gaming Test Laboratory may be grounds by the State Gaming Agency for rejecting such laboratory's reports or certification.

2.7 Gaming Test Laboratory Duty of Loyalty

The Tribe shall inform the Gaming Test Laboratory, in writing, that, irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State and the Tribe.

2.8 Random Inspections

The Tribe shall allow the State Gaming Agency to inspect any components of an EGD for the purposes of confirming that such component is operating in accordance with the requirements of the Compact and that such component is identical to that tested by an independent test laboratory. Inspections shall be pursuant to § 7 of the Compact.

2.9 State Gaming Agency to be Supplied Model of Player Terminal and System

If not already provided to the State Gaming Agency, the State Gaming Agency shall, upon request, be supplied all components of each EGD to be held at the State Gaming Agency's offices for purposes of determining compliance with these technical requirements.

APPENDIX Y

NOOKSACK INDIAN TRIBE – STATE OF WASHINGTON CLASS III GAMING COMPACT

1 INTRODUCTION

1.1 General

This Appendix is created to provide the basic "core" requirements for electronic gaming devices (EGDs) authorized under § 3(a)(xxv) of the Compact and to establish the approval and testing process for gaming machines and associated equipment that are to be operated by the Nooksack Indian Tribe ("Tribe") in the State of Washington, pursuant to the Compact approved by the Secretary of the Interior. This Appendix does not apply to electronic gaming devises authorized under Appendix X to the Compact, which are governed by that Appendix.

These standards take into consideration certain judicially articulated restrictions on the use and operation of EGDs. Those restrictions prohibit:

a) individual play against such devices or terminals; and
b) activation of gaming devices by the insertion of a coin or currency.

1.2 Intent

The intent of this Appendix is to ensure that gaming on Nooksack Indian Lands occurs in a manner that is:

a) Fair;
b) Secure;
c) Auditable; and
d) Compliant with judicially articulated restrictions.

1.3 Testing

The general purpose of testing gaming equipment is to determine the suitability of such gaming equipment for operation in the intended environment. Prior to operation, all EGDs and associated equipment shall be tested by a licensed gaming laboratory to:

a) verify that they comply with the requirements of the Compact and this Appendix;
b) ensure that they are fair to both the players and the operators;
c) verify that they comply with currently accepted gaming test industry standards such as GLI 11 and 12; and

d) ensure that the equipment does not constitute:
   i) electronic, mechanical or electro-mechanical devices or terminals which allow for individual play against such devices or terminals, or
   ii) gambling that is activated/initiated by the insertion of a coin or currency.

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EGDs may be utilized by the Tribe under the following conditions:

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   i) Players compete for a number from a predetermined set of numbers, each associated with a specific outcome; or
   ii) Players compete in a pooled wagering system whereby prizes are awarded from a wagering pool or pools made up of the players' wagers and the house is entitled to a set amount of the pooled wagers. Systems meeting the requirements of this subsection may allow for an initial seeding of the wagering pool by the house, and reseeding in circumstances of excessive volatility.
c) Player terminals do not contain slot machine-type spinning reel mechanisms in mechanical form, nor allow for activation by a slot machine-type handle; and
d) The Tribe and the Washington State Gambling Commission have signed an agreement for each specific type of EGD which confirms that that type of EGD meets the foregoing requirements and sets technical standards and internal controls for operation of that type of EGD.

1.5 Approval Process

a) Except for those EGDs governed by Appendix X, the Tribe and the Gambling Commission shall enter into an agreement for each specific type of EGD which the Tribe wishes to operate. Each agreement shall confirm that the proposed type of EGD meets the requirements contained in the Compact and this Appendix, and shall set the technical standards and internal controls for the operation of that type of EGD. Such technical standards and internal controls shall be uniformly applied to all Washington State gaming tribes and shall include, but not be limited to: operation, interface and random number generator standards; game reports; accounting system requirements and reports; cashless transaction system requirements and reports; security system requirements; testing requirements; and regulatory fees.
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other information requested by the Gaming Test Laboratory. The Tribe shall make all such materials available to the State Gaming Agency upon request;

c) If requested by the Gaming Test Laboratory, the Tribe shall require the manufacturer to transport not more than two (2) working models of the EGD to a location designated by the laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the components of the EGD. If requested by the Gaming Test Laboratory, the Tribe shall required the manufacturer to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis;

d) At the conclusion of each test, the Gaming Test Laboratory shall provide to the State Gaming Agency and the Tribal Gaming Commission a report that contains findings, conclusions and a certification that the EGD conforms or fails to conform to the requirements contained in the Compact. If the Gaming Test Laboratory determines that the device fails to conform to such requirements or technical standards, and if modifications can be made which would bring the EGD into compliance, the report may contain recommendations for such modifications. The parties are not bound by the findings, conclusions or certifications of the Gaming Test Laboratory for purposes of enforcement of the provisions of the Compact.

2.3 Approval by the State Gaming Agency

Upon receiving the certification from the Gaming Test Laboratory, the State Gaming Agency shall either approve or disapprove the EGD or component thereof, based on the technical criteria contained in this Appendix and the agreement adopted under § 1.5, within sixty (60) days of receipt of the certification as to any new EGD or component thereof, and within fifteen (15) days of the receipt of the certification as to any modification to a system which has already been approved by the State Gaming Agency. The certification shall be deemed approved if no action is taken thereon by the State Gaming Agency within said sixty (60) or fifteen (15) day period, as may be applicable. Any disputes arising out of the approval process in this § 2.3 shall be resolved in accordance with § 12 of the Compact.

2.4 Modifications of Approved Systems; Emergency Certifications

No modification to any EGD may be made after testing, certification and approval of an EGD without certification of the modification by the Gaming Test Laboratory under § 2.3 and approval thereof by the State Gaming Agency under this § 2.4. In situations where immediate modifications are necessary to preserve the integrity of an EGD which has been operating pursuant to an approval obtained under § 2.3, the Gaming Test Laboratory may issue an emergency certification of the modification and that it must be made immediately to preserve the integrity of the EGD. Such emergency certifications shall be deemed to be temporarily approved by the State Gaming Agency and remain in effect until the State Gaming Agency takes action on the certification, which shall be governed by § 2.3, provided that no emergency certification shall be valid or effective until actually approved by the State Gaming Agency, if it was not received by the State Gaming Agency within five (5) days after being issued.

APPENDIX Y

NOOKSACK INDIAN TRIBE – STATE OF WASHINGTON CLASS III GAMING COMPACT

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The general purpose of testing gaming equipment is to determine the suitability of such gaming equipment for operation in the intended environment. Prior to operation, all EGDs and associated equipment shall be tested by a licensed gaming laboratory to:

a) verify that they comply with the requirements of the Compact and this Appendix;
b) ensure that they are fair to both the players and the operators;
c) verify that they comply with currently accepted gaming test industry standards such as GLI 11 and 12; and

IN WITNESS WHEREOF, the parties hereto have duly executed this Class III Gaming Station Transfer Agreement.

TRANSFEREE:

By: _____

_____

TRANSFEROR:

By: _____

_____

STATE

By: _____

_____