# SECOND AMENDMENT TO THE TRIBAL – STATE COMPACT FOR CLASS III GAMING Between the QUINAULT INDIAN NATION And the STATE OF WASHINGTON

## INTRODUCTION

The QUINAULT INDIAN NATION (hereafter "Nation") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact (hereafter "Compact") on July 9, 1996 pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter "IGRA"). The Nation and the State amended that compact by mutual agreement on February 25, 1999. At the request of the Nation, the Nation 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 Nation and the State and protect members of the Nation and the citizens of the State consistent with the objectives of IGRA.

## COMPACT AMENDMENTS

**1. Section II, E, H, I, J, and Q are amended to read as follows:**

"E. "Compact" means this Quinault Indian Nation - State of Washington Gaming Compact, governing management and operation of Class III gaming facilities ((~~on Quinault Indian Lands~~)).

H. "Gaming Employee" means any individual employed in the operation or management of the Gaming Operation, whether employed by or contracted to the Nation or by any person or enterprise providing on or off-site services to the Nation within or without the Gaming ((~~Facility~~)) Facilities regarding any Class III activity. The term includes but is not limited to, Gaming Operation managers and assistant managers; accounting personnel; surveillance and security personnel; cashier supervisors; dealers or croupiers; box men; floor men; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; and any other natural person whose employment duties require or authorize access to restricted areas of the Gaming ((~~Facility~~)) Facilities not otherwise opened to the public, or to other areas designated and agreed upon by the Tribal and State Gaming Agencies.

I. "Gaming Facility" ((~~means the room or rooms~~)) or "Gaming Facilities" means the building or buildings or portion thereof in which Class III Gaming activities as authorized by this Compact are conducted ((~~on Quinault Indian Lands~~)) by the Nation.

J. "Gaming Operation" or "Tribal Gaming Operation" means any enterprise operated by the Nation ((~~on Quinault Indian Lands~~)) for the conduct of any form of Class III gaming in any Gaming Facility.

Q. "Management Entity" means any individual with whom, or other business entity with which, the Quinault Indian Nation enters into a contractual agreement for financing, development and/or operation, of any Class III gaming facility ((~~on Quinault Indian Lands~~))."

**2. Section III, A, C, G, H, I, J, K, L, N, O, P, Q are amended to read as follows:**

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

1. Blackjack;
2. Money-wheel;
3. Roulette;
4. Baccarat;
5. Chuck-a-luck;
6. Pai-gow;
7. Red Dog;
8. Chemin De Fer;
9. Craps;
10. 4-5-6;
11. Ship-Captain-Crew;
12. Horses (stop dice);
13. Beat the Dealer;
14. Over/Under Seven;
15. Beat My Shake;
16. Horse Race;
17. Sweet Sixteen;

18. Sports Pools, as authorized in Section III.F;

19. Sic-Bo;

20. Poker, Jackpot Poker and other forms of poker (to the extent not played as a Class II game);

21. Satellite (off-track) wagering on horse races; (subject to Appendix B)

22. Keno and Keno Type Games;

23. Washington State Lottery Tickets, Punchboard and Pull Tabs as authorized in Section III.C.

24. 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.

C. **Punchboards, Pull Tabs, and Washington State Lottery - Separate Locations.** The Nation may utilize punchboards and pull tabs in the Gaming ((~~Facility~~)) Facilities and at other locations within the Quinault Indian Lands subject to regulation by the Nation. Punchboards and pull tabs operated outside of the Tribal Gaming Facility shall be operated in a manner consistent with the sale of punchboards; and pull tabs in the Tribal Gaming ((~~Facility~~)) Facilities. The operation of Washington State Lottery retail locations within Quinault Indian Lands, when permitted by Tribal law, shall be subject to the provisions of RCW 67.70, WAC 315, and Tribal Ordinance.

G. **Authorized Gaming ((~~Facility~~)) Facilities.** The Nation may establish ((~~one Class III Gaming Facility~~)) two (2) gaming facilities to be located on trust lands within or contiguous to the boundaries of the Quinault reservation ((~~on the reservation~~)) or on a site known as the "Sampson Johns Allotment" held in trust by the United States for the benefit of a Quinault Tribal Member provided the following applies: (1) the site is within fifteen miles of the reservation; (2) the Nation's law enforcement capabilities have historically been and currently are within fifteen miles of the site; (3) the site is more accessible from a public health and safety standpoint than the reservation; (4) the site is more accessible to local law enforcement than the reservation; (5) the site has been held in trust since prior to 1988; and (6) the Secretary of the Interior determines the site to be "Indian Lands" pursuant to the IGRA, as evidenced by approval and publication of this compact

H. **Forms of Payment.** All payment for wagers made in authorized forms of Class III gaming conducted by the Nation on its Indian Lands, including the purchase of chips used in wagering, shall be made by cash, cash equivalent, credit card or personal check. The Tribal Gaming Operation shall not extend credit to any patron of ((~~the~~)) a Gaming Facility for gaming activities.

I. **Size of Gaming Floor.** The actual Class III gaming floor within ((~~the~~)) each Gaming Facility shall be determined by the Nation.

J. **Number of Gaming Stations.** ((~~During the first six months of operation, ("phase one") or earlier as provided for in Section III.L, the maximum number of Class III gaming stations shall not exceed thirty one (31) plus, at the option of the Nation, one (1) additional gaming station, called "the nonprofit station."~~)) The Nation 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 Nation 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 ((~~the nonprofit station~~)) Nonprofit Stations shall be dedicated to support nonprofit organizations and their activities located within Grays Harbor County or the State of Washington. PROVIDED, that the Nation 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 "Class III Gaming Station Transfer Agreement" appended hereto as Appendix C of this Compact. For purposes of determination of "proceeds" from the ((~~nonprofit station~~)) Nonprofit Stations only, proceeds shall mean the net win of the ((~~non profit station~~)) Nonprofit Stations less the pro rata cost of regulation and operation, specifically excluding capital costs. ((~~Therefore, the proceeds shall equal the net win of the non profit station less the costs of regulation and operation, divided by the thirty two (32) gaming stations.~~)) The Tribal Gaming Commission 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 ((~~non profit station~~)) Nonprofit Stations. ((~~At the end of six months continual operation, if the gaming operation has met the conditions set forth in Section III.L, "phase two" may be implemented, providing for up to fifty gaming stations plus, at the option of the Nation, two (2) additional non profit gaming stations.~~))

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

L. **Hours of Operation.** The maximum number of Class III operation hours for each Class III Gaming Facility may be up to one hundred fifty-six (156) hours per week. PROVIDED, that upon twenty (20) ((~~the Gaming Facility shall be as follows:~~

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

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

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

N. **Ownership of Gaming ((~~Facility~~)) Facilities and Gaming Operation.** The Gaming Operation, including the Gaming ((~~Facility~~)) Facilities, shall be owned and operated by the Nation. The Nation may, if it chooses, contract for management of the Gaming ((~~Facility and Gaming Operation~~)) Facilities and Operation. Such contract shall subject the manager to the terms of this Compact, including annual certification and licensing.

O. **Prohibited Activities.** Any Class III gaming activity not specifically authorized in this Compact is prohibited. Unless gambling devices are ((~~subsequently~~)) otherwise authorized by the State ((~~, by agreement of the parties, or through a final and unappealable decision permitting gambling devices issued by a court of competent jurisdiction interpreting the laws and the public policy of the State of Washington~~) and Nation, all Class III gambling devices are prohibited. Nothing herein is intended to prohibit or restrict otherwise lawful and authorized Class II gaming activities and devices on Quinault Indian Lands or within ((~~the~~)) a Gaming Facility.

P. **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 during actual hours of operation. Should alcoholic beverages be offered in the gaming ((~~floor~~)) area pursuant to applicable law, then no patron under the age of twenty-one (21) shall be permitted on 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 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. Nothing herein shall preclude persons under the age of eighteen (18) years from patronizing food service, and other non-gaming facilities in the gaming operation, or employment in non-gaming facilities in the gaming operation.

Q. **Prohibition on Firearms.** The possession of firearms by any person within the Gaming ((~~Facility~~)) Facilities shall be strictly prohibited, and the Tribal Gaming Commission shall post a notice of this prohibition near the entrance to ((~~the~~)) each Gaming Facility.

This prohibition shall not apply to authorized agents or officers of the Tribal Gaming Commission, the Quinault Indian Nation Police Department, State Gaming Agency, or State and Local law enforcement agencies authorized by law or by a co-operative, mutual aid or cross deputization agreement."

**3. Section IV, A, B, and E are amended to read as follows:**

"A. **Gaming ((~~Facility. A~~)) Facilities.** Gaming ((~~Facility~~)) Facilities authorized by this Compact shall be inspected prior to commencement of operation and annually thereafter to verify its conformity with the requirements of this Compact. The State Gaming Agency shall forward a copy of the inspection report to the Tribal Gaming Commission. If ((~~the~~)) a Gaming Facility fails to meet any requirements of the Compact that produces significant deficiencies or defects that create substantial risk of physical injury to patrons or employees, or that impairs or threatens to impair the proper functioning of systems for security, surveillance or internal control, the Tribal Gaming Commission and/or State Gaming Agency shall send a written and detailed non-compliance letter and report to the Nation and Gaming ((~~Facility~~)) Facilities manager, if any, within seven (7) working days after completion of the inspection. The State Gaming Agency and the Tribal Gaming Commission shall meet to confer about a plan and schedule to cure such deficiencies. The Nation shall make a good faith effort to remedy such deficiencies within sixty (60) days, to the extent that such deficiencies are remediable without unreasonable expense. If a dispute arises in the course of or as a result of an inspection, such dispute shall be resolved pursuant to Section XII.C of this Compact or by mutual agreement of the parties prior to commencement of the Gaming Operation or at any other such time as needed.

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

E. **Financiers.** Any party who extends or intends to extend financing directly to the Gaming ((~~Facility~~)) Facilities or Gaming Operation shall be subject to the annual licensing requirements of the Tribal Gaming Commission. Such party shall be required to obtain State certification prior to completing the financing agreement and annually thereafter as long as the financing agreement is in effect. These licensing and certification requirements do not apply to financing provided by a federally regulated commercial lending institution, the Quinault Indian Nation government or its agencies, or the Federal government. The Party shall fully disclose the source of all funds; required to be disclosed under and in accordance with the I.G.R.A. and the Nation shall provide a copy of such disclosures to the State Gaming Agency. If a disclosure regards satellite wagering facilities and activities, the Nation shall also send a copy to the Washington Horse Racing Commission."

**4. Section V, C and M are amended to read as follows:**

"C. **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 the rules promulgated hereunder when an applicant for or holder of a certification or a principal of an entity:

1. Is determined to be a person, who because of prior activities, criminal record, if any, or reputation, habits and associations, poses a threat to the effective regulation of gaming or creates or enhances the chances of unfair or illegal practices, methods and activities, being used in the conduct of the Gaming Activities pursuant to this Compact.

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

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

4. Has had a Tribal or State gaming license revoked or denied during the twelve (12) months prior to the date on which the Nation received the application; is currently on probation imposed by, has demonstrated a willful disregard for or failed to comply with the requirements of any gaming regulatory authority in any jurisdiction, including offenses that could subject the individual or entity to suspension, revocation, or forfeiture of a gaming license. In reviewing any application and in considering the denial, suspension or revocation of any State Certification, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the applicant or holder of certification and the provisions of RCW 9.95.240 and of chapter 9.96A RCW shall not apply to such cases.

5. Notwithstanding anything herein to the contrary and, in the absence of other violations, an application submitted for certification by an Indian from a federally recognized Indian Tribe shall not be revoked, suspended or denied on the grounds such Indian has been charged or convicted under state law of non-gambling related offenses if the charge or conviction occurred prior to United States Supreme Court rulings upholding state jurisdiction over Indians for such offenses as but not limited to, (1) hunting or fishing offenses; (2) cigarette sales offenses; (3) alcohol sales offenses; (4) firework sales offenses; or (5) other cases involving the exercise of trust or treaty rights. The parties agree that Indians from federally recognized Indian Tribes who have been charged or convicted in cases involving the exercise of non-gambling related trust or treaty right shall not be barred as a result of such activities from certification in the absence of other violations, activities or factors which would warrant denial, revocation or suspension.

6. The State Gaming Agency shall consult with the Tribal Gaming Commission prior to denying certification to any Tribal Member applicant who fails to meet the criteria for certification. The Tribal and State Gaming Agencies may waive, by mutual agreement, certain criteria for any enrolled Tribal member and issue a provisional or conditional certification, if the Tribal Member applicant does not pose a material risk of engaging in unlawful activity or activity detrimental to the operation of the Gaming ((~~Facility~~)) Facilities. If the Nation can show extenuating circumstances why an enrolled Tribal member, who does not meet all criteria for a provisional or conditional certification, should be given further consideration the Tribal and State Gaming Agencies may agree to a temporary certification based on specific conditions and a further detailed review of the applicant. The Tribal or State Gaming Agency may require the payment of additional fees from the applicant to maintain a conditional, provisional or temporary certification.

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

**5. Section VI, A through F are amended to read as follows:**

"**A. Nation.** The ultimate responsibility for ensuring the regulation, control, and integrity of the gaming authorized by this Compact shall be that of the Nation. The Nation shall provide for and oversee the following functions:

1. Ensure the enforcement in the gaming operation, including the facilities, of all applicable laws;

2. Ensure that the gaming operation has adequate policies in place for the physical safety of patrons in the establishment;

3. Ensure the physical safety of personnel employed by the establishment.

**B. Tribal Gaming Commission.** The primary responsibility for the on-site regulation, control and security of the Gaming Operation and Gaming Facility authorized by this Compact, and for the enforcement of this Compact within Quinault Indian Lands, shall be that of the Tribal Gaming Commission and the Quinault Indian Nation Police Department. As part of its structure, the Tribal Gaming Commission and/or the Quinault Indian Nation Police Department shall perform the following functions:

1. ((~~Enforce in the Gaming Operation, including the Gaming Facility, all applicable laws and ordinances;~~

~~2. Ensure the physical safety of patrons in the Gaming Facility;~~

~~3. Ensure the physical safety of personnel employed by the Gaming Operation;~~

~~4.~~)) Ensure the physical safeguarding of assets transported to and from the Gaming Facility and the cashier's cage department;

((~~5~~))2. Protect the patrons' and the Gaming Operation's property from illegal activity;

((~~6~~))3. To the extent of its jurisdiction, arrest and prosecute or temporarily detain until notification and turnover of the appropriate law enforcement authorities, persons who may be involved in illegal acts; and

((~~7~~))4. Record, in a permanent and detailed manner, any and all occurrences that require further investigation under the terms of this Compact, that happen within the Gaming ((~~Facility~~)) Facilities Each ((~~incident~~)) 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:

a. the assigned number;

b. the date;

c. the time;

d. the nature of the incident;

e. the name, address, and telephone number of all persons involved in the incident; and

f. the name and identification number of the security department or Tribal Gaming Commission employee assigned responsibility for recording the occurrence.

~~(B)~~

((~~B~~))**C. Tribal Gaming Agents.** The Tribal Gaming Commission may employ qualified gaming agents under the authority of the Tribal Gaming Commission. These agents shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Commission.

((~~C~~)) **D. Reporting of Violations.** A Tribal gaming agent shall be present in ((~~the~~)) each Gaming Facility during all hours of operation authorized under this Compact, 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 Commission and forwarded to the State Gaming Agency within seventy-two (72) hours of the time the violation(s) was noted.

((~~D~~)) E. **Investigation of Violations and Sanctions.** The Tribal Gaming Commission shall investigate any reported, observed or suspected violation of the Compact provisions or applicable law. Should a violation be found, the Tribal Gaming Commission shall require the operator or manager of the Tribal Gaming Operation to correct the violation upon such terms and conditions as the Agency determines are necessary. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions within the jurisdiction of the Nation, in any court of competent jurisdiction, against a gaming employee, or any other person directly or indirectly involved in, or benefiting from, the violation.

((~~E~~)) F. **Reporting to State Gaming Agency.** The Tribal Gaming Commission 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 Commission, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Commission and provide other related investigation services.

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

**6. Section VII, A and D are amended to read as follows:**

"A. **Monitoring of Gaming Operation.** The State Gaming Agency and, as applicable to any satellite wagering facility and horse racing activities, the Washington Horse Racing Commission, shall have the right to monitor the Tribal Gaming Operation to ensure that the operation is conducted in compliance with the provisions of this Compact. Agents of the State Gaming Agency and, as applicable, the Horse Racing Commission, shall have free and unrestricted access to all public areas of ((~~the~~)) each Gaming Facility during all

normal operating hours with or without giving prior notice to the Tribal Gaming Commission and access to all non-public areas of ((~~the~~)) each facility upon request of the Tribal Gaming Commission. Provided, during the first nine months of the Gaming Operation or earlier as provided for in Section III.L of this Compact, the State Gaming Agency shall give reasonable notice to the Tribal Gaming Commission, the Chief of Security at ((~~the~~)) each Gaming Facility, or the Chief of the Quinault Indian Nation Police Department prior to entering Quinault Indian Lands and the Nation may assign a Tribal representative to accompany the State representative while on Indian Lands. Where there is reason to believe that criminal acts are being committed, or there is a bona fide reason to believe that notice to those Tribal representatives listed above could jeopardize the safety of individuals or the effectiveness of an investigation, the State may notify the appropriate federal authorities in lieu of Tribal notification. Following investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State shall provide the Tribal Gaming Commission or Tribal Police Department with a written report of the investigation, including copies of and information about evidence gathered in connection with the investigation and, if applicable, an explanation why advance notification was not provided to the Nation.

D. **Prompt Notice of Suspect Activity.** The State Gaming Agency and, as applicable, the Horse Racing Commission, shall promptly notify the Tribal Gaming Commission 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 Gaming Operation. Provided, such disclosure shall not compromise the interest sought to be protected."

**7. Section IX, A is amended to read as follows:**

"A. **Investigative Authority.**

1. **Investigations on the premises of ~~{the}~~ [each] Class III gaming facility:** Within the premises of ((~~the~~)) each gaming facility, including appurtenant parking areas, the Tribal Gaining Commission, the Quinault Indian Nation Police Department, the State Gaming Agency and Local Law Enforcement agencies shall have jurisdiction to initiate and conduct investigations of all gaming-related criminal activities by patrons, employees, or other persons, regardless of status; provided, that the State Gaining Agency shall not have any jurisdiction to initiate or conduct investigations of Quinault Tribal members involved in bingo, pulltab or punchboard activities, but if the State Gaming Agency becomes aware of any information relating to the suspected violation by Quinault Tribal members of any laws or regulations in connection with such activities, the State Gaming Agency shall report such information to the Tribal Gaming Commission. The Tribal Gaming Commission and the State Gaming Agency each shall notify the other upon the commencement of any such investigation, and each may request the assistance of the other in connection therewith. Unless involvement of the Tribal Gaming Commission in an investigation would materially impede or compromise the integrity of such investigation, the State Gaming Agency shall request and accept the assistance of the Tribal Gaming Commission or the Quinault Indian

Nation Police Department. The State Gaming Agency shall provide such assistance as the Tribal Gaming Commission may request, and the Tribal Gaming Commission shall request the assistance of the State Gaming Agency to the extent that the investigation involves conduct outside of Quinault Indian Lands or requires investigation outside of Quinault Indian Lands. In addition to conducting investigations of its own initiative, the Tribal Gaming Commission shall initiate and conduct investigations in the Gaming ((~~Facility~~)) Facilities when requested to do so by the State Gaming Agency. The Tribal Gaming Commission shall provide the State Gaming Agency with a report of the results of each investigation involving suspected violations of this Compact, applicable gaming laws, ordinances and regulations. Notwithstanding the foregoing, the State Gaming Agency shall have unrestricted access to the public areas of ((~~the~~)) each Gaming Facility during normal business hours, and access to the non-public areas of ((~~the~~)) each Gaming Facility on notice to the Tribal Gaming Agency, which may have a representative accompany the State Gaming Agency's representative. In the event that the State Gaming Agency reasonably believes that the Tribal Gaming Commission or other Quinault Indian Nation law enforcement agency may be implicated in a violation of this Compact or applicable laws or regulations, the State Gaming Agency shall notify the United States Attorney rather than the Tribal Gaming Commission or the Quinault Indian Nation Police Department. In the event that the Tribal Gaming Commission reasonably believes that the State Gaming Agency, any other non-Indian governmental agency or subdivision of the State of Washington, or any person acting under color of the State or any agency or subdivision thereof may be implicated in the violation of this Compact or any applicable law or regulation, the Tribal Gaming Commission may notify the United States Attorney rather than the State Gaming Agency.

2. **Investigations elsewhere on Quinault Indian Lands:** The Tribal Gaming Commission, the State Gaming Agency and Local Law Enforcement shall have jurisdiction to initiate and conduct investigations involving gambling and gambling-related crimes on Quinault Indian Lands outside the premises of the Nation's Class III gaming ((~~Facility~~)) Facilities; provided, the State Gaming Agency's jurisdiction to investigate professional gambling and criminal offenses related to professional gambling involving Quinault Tribal members shall be limited to Class III professional gambling activities only. If the State Gaming Agency becomes aware of suspected professional gambling or criminal activity related to professional gambling involving Quinault Tribal members on Quinault Indian Lands, the State Gaming Agency shall notify the Tribal Gaming Commission or Quinault Indian Nation Police Department; if neither the Tribal Gaming Commission or the Quinault Indian Nation Police Department takes action in response to such notification, the State Gaming Agency may notify the United States Attorney, and the State Gaming Agency shall not have jurisdiction to investigate such activities involving Quinault Tribal members on Quinault Indian Lands unless neither the Quinault Indian Nation authorities nor the United States Attorney takes action in response to such notification. Nothing in. this section shall preclude the State Gaming Agency from calling upon other local law enforcement agencies for assistance, provided that the personnel of such other

agencies act under the direction and control of the State Gaming Agency, provided further that this section shall not limit the State Gaming Agency's jurisdiction to investigate what the State contends to be the operation of illegal gambling devices, or any professional gambling activities or criminal activities related to professional gambling that originate in or are connected to the Nation's Class III gaming operation. The Tribal Gaming Commission and the State Gaming Agency shall notify the other of any such investigation, and the State Gaming Agency shall provide such assistance as may be requested by the Tribal Gaming Commission."

**8. Section XI, B and C are amended to read as follows:**

"B. **Additional Operational Requirements Applicable To Class III Gaming.** The following additional requirements shall apply to the Gaining Operation conducted by the Nation:

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

2. The Tribal Gaming Commission 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 Nation. The Tribal Gaming Commission shall employ its best efforts to exclude persons on such list from entry into ((~~its~~)) each Gaming Facility. The Tribal Gaming Commission shall send a copy of its list on a quarterly basis to the State Gaming Agency.

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

4. The Tribal Gaming Commission shall notify the State Gaming Agency of the rules of each game operated by the Nation 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 III shall be based upon such games as commonly practiced in Nevada, including wagering, as do not fundamentally alter the nature of the game and as the Tribal Gaming Commission may approve. Rules for games identified in Section III shall be submitted to the State Gaming agency for review at least thirty (30) days prior to commencement of the Gaming Operation, to determine if the rules fundamentally

alter the nature of the game. The Nation shall provide the State Gaming Agency ten (10) days advance notice of the rules of each game and any modifications thereof, and shall provide adequate notice to patrons of the Gaming ((~~Facility~~)) Facilities to advise them of the applicable rules in effect. In the event of a dispute, the matter shall be handled in accordance with Section 3GI.C of this Compact.

C. **Regulation of [the] Gaming ((~~Facility~~)) Facilities.** The following requirements shall apply to the Gaming ((~~Facility~~)) Facilities maintained by the Nation or its manager, its management company, if any:

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

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

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

4. Standards for management and operation of the satellite wagering activities shall be consistent with provisions of this Compact, including Appendix A, and with

laws applicable to non-tribal satellite wagering facilities and activities in the State to the extent any such laws are not inconsistent with this Compact.

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

**9. Section XII, D is amended to read as follows:**

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

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

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

   a. For employee's first infraction - fine equal to daily Net Win for each day of his or her employment divided by the number of Gaming Stations in play for each day of employment. For the same employee's second and subsequent infractions - one (1) day's suspension (up to twenty (20) hours per day) of Gaming Operations for each day of employment or a fine equal to the Net Win for each day of employment.

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

3. For violation of the terms, conditions and provisions of Section )U and Appendix A:

   a. For first violation - written warning.

   b. For second violation of the same provision - up to $250.

   c. For third violation of the same provision - up to $500.

   d. For subsequent violations of the same provision - up to $1,000.

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

**10. Section XIV, B, C, and E are amended to read as follows:**

"**B. Emergency Service Accessibility.** The ((~~Tribal Gaming Commission~~)) Nation shall make provisions for adequate emergency accessibility and service.

**C. Community Impact Mitigation.**

1. The Nation recognizes that activities directly and indirectly associated with the operation of ((~~the~~)) each Gaming Facility on Quinault Indian Lands may affect surrounding local law enforcement agencies, emergency services and other agencies. The Nation hereby agrees to establish a fund for purposes of providing assistance to local agencies affected by the Class III Gaming Operation based on documented costs. The Nation shall withhold and disburse 2.0% of the Net Win from ((~~the Class III Gaming Operation excluding satellite wagering activities,~~)) Class III table games for this fund ("Impact Mitigation Funds") and disburse from this fund up to the extent actual impacts are identified. No funds shall be disbursed from the Impact Mitigation Fund until Memoranda of Understanding ("MOU") are adopted, as provided in Section XIV.C.2 of this Compact, stipulating appropriate relationships between the Nation and agencies receiving funds. A committee (majority rule) consisting of two representatives of the Quinault Indian Nation; an elected representative from the City of Ocean Shores; an elected member of the Grays Harbor County Commission; and one representative from the State Gaming Agency, shall be established. The makeup of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall initially develop and execute the Memorandum of Understanding, containing committee rules of order, Impact Mitigation Fund distribution procedures, and establish set factors to be used to determine negative impacts, if any, to Grays Harbor County and the neighboring city of Ocean Shores, Hoquiam, and Aberdeen. The committee shall meet at least annually to discuss the following: 1) positive and negative impacts within the county, neighboring cities, and on Quinault Indian Lands; 2) services provided by Tribal and other agencies; and 3) the distribution of the Impact Mitigation Fund. No Class II gaming revenues, satellite wagering revenues, or non-gaming revenues such as, but not limited to food, beverage, wholesale or retail sales, shall be included within the 2.0% ((~~budgeted or disbursed~~)) withheld as set forth in this Section XIV.C. All withheld funds not disbursed for actual impacts in each fiscal year shall be released for Nation projects. PROVIDED, that the committee must retain sufficient funds to cover any requests which were tabled or carried over at prior meetings, until the committee votes upon such requests, if any. The committee must also retain any funds that it agreed to set

aside for a particular project, if the requesting local agency has not yet started said project.

2. Impact Mitigation sums designated for distribution shall be paid within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30), following the opening of ((~~the~~)) each Class III Gaming Facility to the public and the execution of appropriate MOU(s). All Impact Mitigation Funds shall be kept in an interest bearing escrow account by the Nation from which the Nation shall be entitled to retain the interest.

3. The MOU(s) shall provide for a fifty percent (50%) allocation to the Grays Harbor County Sheriffs Office; the committee may adjust annually the allocation of the Impact Mitigation Fund to meet the actual impacts associated with Class III gaming by the Nation. The fifty percent (50%) allocated to the Grays Harbor County Sheriffs Office, which shall be used to provide additional law enforcement officers to assist the Quinault Indian Nation Police Department, may be re-evaluated after a two year period.

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

E. **Alcoholic Beverage Service.** Standards for alcohol service within ((~~the~~)) each Gaming Facility shall be subject to applicable law."

**11. Section XV, D is amended to read as follows:**

"D. **Adjustments/Renegotiations.**

1. **Renegotiation.** Either the Nation or the State may request renegotiation of ((~~Adjustments Mutual. The terms and conditions of this Compact may be adjusted at any time by the mutual and written agreement of both parties, except as limited by Section XV.D.3 of this Compact.~~

~~2. Changes to and Interpretation of Laws. The parties shall adjust the terms and conditions of this Compact, except as provided below in Section XV.D.3, upon written notice and request by the Nation to the State if and when:~~

~~a. the laws of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact;~~

~~b. a State or Federal court within the State of Washington or a federal court interpreting the laws of the State of Washington issues a final and unappealable decision that permits participation in a gaming activity that was not authorized for any purpose~~

~~by any person, organization or entity at the time this Compact was executed or was not authorized by this Compact; or~~

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

~~3. Renegotiation/Amendments – Section III of Compact. Section III G, J, K, and L of the Compact regarding certain aspects of the scope of gaming shall not be subject to renegotiation or amendment for thirty six (36) months from January 1, 1995, unless one of the following occurs: (1) the laws or regulations of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact; (2) a State or Federal court within the State of Washington or a Federal court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation in a gaming activity that was not authorized for any purpose by any person, organization, or entity at the time this Compact was executed or not authorized by this Compact; or (3) another tribe West of the Cascade Mountains obtains, through a Compact or Amendment to a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by~~)) the provisions of this Compact ((~~; (4) another tribe East of the Cascade Mountains obtains, through a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact.~~

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

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

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

provisions of this Compact shall remain in effect unless and until the parties agree on renegotiated terms.

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

~~8. State~~))

3. **Authorization to Other Tribes ((~~Modifying Scope of Gaming Compact~~)).** Notwithstanding any other provision of this Compact to the contrary, if after the signing of this Compact, ((~~the Secretary of the Interior approves a compact with any Washington Tribe west of the Cascade Mountains, or an amendment thereto, and such compact gives such tribe more Gaming Stations,~~)) 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, ((~~other Class III gaming activity, and/or~~)) more hours of operation ((~~or otherwise approves a compact or amendment to a compact which gives such Tribe an expansion of terms other than those identified above, or if the Secretary of the Interior approves a compact with a Washington Tribe east of the Cascade Mountains, or an amendment thereto and the Nation can demonstrate that such levels have resulted in adverse economic impact on the Class III gaming operation~~)) , or any combination thereof, then this Compact shall be amended ((~~automatically to maintain equality. Provided, either party shall have the right to take the issue to dispute resolution under the provisions of Section XII.C of this Compact if a dispute arises regarding the applicability of this automatic amendment provision to a particular term approved in another compact~~)) thereby upon approval and acceptance of any such increases by the Nation and written incorporation of such amendments to this Compact provided by the State."

**12. Appendix C is added to the Compact as follows:**

**"Appendix C**
**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 12:01 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.

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

Transferee

By: _____

Transferor

By: _____

State

By: _____

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

QUINAULT INDIAN NATION

BY: Pearl Capoeman-Baller DATED: Aug. 26, 2002
Pearl Capoeman-Baller, President

THE STATE OF WASHINGTON

BY: Gary Locke DATED: Aug 22, 2002
Gary Locke, Governor

**DEPARTMENT OF THE INTERIOR**

**Consistent with 25 U.S.C.A. § 2710(d)(8) this compact amendment is approved on this 22 day of NOVEMBER, 2002, by the Assistant Secretary - Indian Affairs of the United States Department of the Interior.**

Neal A. McCaleb

**By:** _____
**Neal A. McCaleb**
**Assistant Secretary - Indian Affairs**