United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

OCT 0 8 2008

TAKE PRIDE IN AMERICA

Honorable Jerry Enick
Chief, Snoqualmie Tribe
8130 Railroad Ave.
P.O. Box 969
Snoqualmie, Washington 98065

Dear Chief Enick:

On October 2, 2008, we received the Second Amendment to the Tribal-State Compact for Class III Gaming between the Snoqualmie Indian Tribe (Tribe) and the State of Washington (State), executed on June 14, 2008 (Amendment). We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. 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,

Paula L. Hart
Acting Director, Office of Indian Gaming

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

APPENDIX A—FISCAL YEAR 2008 FUNDING AWARDS FOR HISTORICALLY BLACK COLLEGES AND UNIVERSITIES GRANT PROGRAM—Continued

Recipient	City/State/ZipCode	Award
Voorhees College, Mr. Willie Owens, PO Box 678, 422 Beech Avenue	Demark, SC 29042–2602	700,000
West Virginia State University Research and Development Corporation, Ms. A. Jenny Fertig, 201 ACEOP Administration Building, PO Box 1000.	Institute, WV 25112–1000	700,000
Virginia University of Lynchburg, Dr. Doris Crawford, 2058 Garfield Avenue	Lynchburg, VA 24501–6417	600,000

[FR Doc. E8–25061 Filed 10–21–08; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–5200–FA–16]

Announcement of Funding Awards for Fiscal Year 2008; Tribal Colleges and Universities Program

AGENCY: Office of the Assistant Secretary for Policy Development and Research, HUD.

ACTION: Announcement of funding awards.

SUMMARY: In accordance with section 102(a)(4)(C) of the Department of Housing and Urban Development Reform Act of 1989, this document notifies the public of funding awards for Fiscal Year (FY) 2008 Tribal Colleges and Universities Program (TCUP). The purpose of this document is to announce the names and addresses of the award winners and the amount of the awards which are to be used to enable Tribal Colleges and Universities (TCU) to build, expand, renovate, and equip their own facilities, and expand the role of the TCUs into the community through the provision of needed services such as health programs, job training, and economic development activities.

FOR FURTHER INFORMATION CONTACT: Susan Brunson, Office of University Partnerships, Department of Housing and Urban Development, Room 8106, 451 Seventh Street, SW., Washington, DC 20410, telephone (202) 402–3852. To provide service for persons who are hearing-or-speech-impaired, this number may be reached via TTY by Dialing the Federal Information Relay Service on 800–877–8339 or 202–708–1455 (Telephone number, other than "800" TTY numbers are not toll free).

SUPPLEMENTARY INFORMATION: The Tribal Colleges and Universities Program was approved by Congress under the Consolidated Appropriations Act, 2008 (Pub. L. 110–161) and is administered by the Office of University Partnerships under the Assistant Secretary for Policy Development and Research. In addition to this program, the Office of University Partnerships administers HUD's ongoing grant programs to institutions of higher education as well as creates initiatives through which colleges and universities can bring their traditional missions of teaching, research, service, and outreach to bear on the pressing local problems in their communities.

The Tribal Colleges and Universities Program assist tribal colleges and universities to build, expand, renovate, and equip their own facilities, and expand the role of the TCUs into the community through the provision of needed services such as health programs, job training, and economic development activities.

The Catalog of Federal Domestic Assistance number for this program is 14.519.

On May 12, 2008 (FR Vol. 73, No. 92) HUD published a Notice of Funding Availability (NOFA) announcing the availability of $5 million in Fiscal Year (FY) 2008 for funding the Tribal Colleges and Universities Program. The Department reviewed, evaluated and scored the applications received based on the criteria in the NOFA. As a result, HUD funded seven applications.

The Department reviewed, evaluated, and scored the applications received based on the criteria in the NOFA. As a result, HUD has funded the applications below, in accordance with section 102(a)(4)(C) of the Department of Housing and Urban Development Reform Act of 1989 (103 Stat. 1987, 42 U.S.C. 3545). More information about the winners can be found at *http://www.oup.org,* the Department is publishing the names, addresses, and amounts of those awards as shown in Appendix A.

Dated: October 14, 2008.

Darlene F. Williams,

Assistant Secretary for Policy Development and Research.

APPENDIX A—FISCAL YEAR 2008 FUNDING AWARDS FOR TRIBAL COLLEGES AND UNIVERSITIES GRANT PROGRAM

Recipient	City/State/Zip Code	Award
Tohono O'odham Community College, Ms. Olivia Vanegas-Funcheon, Mile Post 115.5 North HWY 86, P.O. Box 3129.	Sells, AZ 85634–3129	$750,000
Bay Mills Community College, Michael Parish, 12214 W. Lakeshore Drive	Brimley, MI 49774	504,800
Salish Kootenai College, Dr. Joseph McDonald, 58138 U.S. Highway 93	Pablo, MT 59855	750,000
United Tribes Technical College, Mr. Russell Swagger, 3315 University Drive	Bismarck, ND 58504	745,200
Institute of American Indians Art, Laurie Logan Brayshaw, 83 Avan Nu Po Road	Santa Fe, NM 87508	750,000
Northwest Indian College, Mr. Dave Oreiro, 2522 Kwina Road	Bellingham WA 98226	750,000
College of Menominee Nation, Ms. Jill Martin, P.O. Box 1179	Keshena, WI 54135	750,000

[FR Doc. E8–25064 Filed 10–21–08; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Gaming Compact Amendment.

SUMMARY: This notice publishes the Approval of the Tribal-State Compact for Class III Gaming Amendments

between the State of Washington and the Snoqualmie Tribe.

DATES: *Effective Date:* October 22, 2008.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Acting Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of the approved Tribal-State compact Amendment for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment extends the six month conditional waiting period to twelve months, increases the gaming stations, incorporates the agreement to transfer gaming stations and allows the Tribe to operate one more gaming facility on its Indian lands. This Amendment is hereby approved.

Dated: October 14, 2008.

George T. Skibine,

Acting Deputy Assistant Secretary for Policy and Economic Development—Indian Affairs.

[FR Doc. E8–25197 Filed 10–22–08; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

No Child Left Behind Act of 2001

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of intent to form a negotiated rulemaking committee; request for nominations for tribal representatives for No Child Left Behind Negotiated Rulemaking Committee membership.

SUMMARY: The Secretary of the Interior is announcing the Department's intent to form a negotiated rulemaking committee to develop recommendations for proposed regulations regarding Bureau of Indian Education (BIE)-funded school facilities under the No Child Left Behind Act of 2001. As required by the No Child Left Behind Act, the Secretary will select representatives of Indian tribes for the committee from among individuals nominated by tribes whose students attend BIE-funded schools either operated by the bureau or by the tribe through a contract or grant. To the maximum extent possible, the proportional representation of tribes on the committee will reflect the proportionate share of students from tribes served by the BIE-funded school system. In addition, the Secretary will consider the balance of representation with regard to geographical location, size, and type of school and facility, as well as the interests of parents, teachers, administrators, and school board members, in selecting tribal committee representatives.

As required in the NCLB Act, the committee shall prepare and submit to the Secretary of the Interior a report or reports setting out:

- A method for creating a catalog of school facilities;
- The school replacement and new construction needs of the interested parties, and a formula for the equitable distribution of funds to address those needs;
- The major and minor renovation needs of the interested parties, and a formula for the equitable distribution of funds to address such needs; and
- Facilities standards for home-living (dormitory) situations.

DATES: Nominations from tribes for membership in the negotiated rulemaking committee and comments on the establishment of this committee, including additional interests other than those identified in this notice, must be postmarked or faxed no later than December 8, 2008.

ADDRESSES: Send nominations and comments to the Designated Federal Official, at the following address: Michele F. Singer, Director, Office of Regulatory Management, Office of the Assistant Secretary—Indian Affairs, 1001 Indian School Road, NW., Suite 312, Albuquerque, NM 87104. Or fax to (505) 563–3811.

FOR FURTHER INFORMATION CONTACT: Michele F. Singer, Designated Federal Official. Telephone: (505) 563–3805. Fax: (505) 563–3811.

SUPPLEMENTARY INFORMATION:

I. Introduction
II. Background
III. The Concept of Negotiated Rulemaking
IV. Facilitation
V. The No Child Left Behind Negotiated Rulemaking Committee
  A. Purpose of the Committee
  B. Committee Member Responsibilities
  C. Composition of the Committee
  D. Administrative and Technical Support
  E. Training and Organization
  F. Interests Identified Through Consultation
VI. Request for Nominations
VII. Submitting Nominations

I. Introduction

The purpose of the No Child Left Behind Negotiated Rulemaking Committee is to serve as an advisory committee under the Federal Advisory Committee Act (FACA) and the Negotiated Rulemaking Act (NRA) to provide recommendations to the Secretary of the Interior for proposed report(s) under the No Child Left Behind Act (Pub. L. 107–110, codified at 25 U.S.C. 2001 *et seq.*). The objectives of the committee are to represent the interests that will be significantly affected by the final report or regulations, to negotiate in good faith, and to reach consensus, where possible, on recommendations to the Secretary for the report or proposed regulations.

The NCLB directs the Secretary to conduct a negotiated rulemaking pursuant to the NRA. The NRA requires an agency head to give consideration to seven factors when determining whether a negotiate rulemaking is appropriate, specifically, whether:

(1) There is a need for a rule;

(2) There are a limited number of identifiable interests that will be significantly affected by the rule;

(3) There is a reasonable likelihood that a committee can be convened with a balanced representation of persons who—

(A) Can adequately represent the interests identified under paragraph (2); and

(B) Are willing to negotiate in good faith to reach a consensus on the proposed rule;

(4) There is a reasonable likelihood that a committee will reach a consensus on the proposed rule within a fixed period of time;

(5) The negotiated rulemaking procedure will not unreasonably delay the notice of proposed rulemaking and the issuance of the final rule;

(6) The agency has adequate resources and is willing to commit such resources, including technical assistance, to the committee; and

(7) The agency, to the maximum extent possible consistent with the legal obligations of the agency, will use the consensus of the committee with respect to the proposed rule as the basis for the rule proposed by the agency for notice and comment.

Upon reviewing the analysis of these seven considerations set out in the convening report, the Secretary, through the authority delegated to George Skibine, Acting Deputy Assistant Secretary for Policy and Economic Development—Indian Affairs, has determined that a negotiated rulemaking is appropriate.

II. Background

In the fall of 2006, the Department sought assistance with this effort from the U.S. Institute for Environmental Conflict Resolution (U.S. Institute), an

SNOQUALMIE TRIBE

8130 Railroad Ave. Ste. 103
PO Box 969
Snoqualmie, WA 98065
Phone: 425-888-6551
Fax: 425-888-6727
E-Mail: Snoqualmie1855@snoqualmienation.com

RECEIVED
OCT 0 2 2008
Assistant Secretary - Indian Affairs
Office of Indian Gaming

September 29, 2008

Mr. George Skibine
Director
Office of Indian Gaming
1849 C Street N.W.
Washington, DC. 20240

RE: Snoqualmie-Washington State Compact Amendment No.2

Dear Mr. Skibine,

On behalf of the Snoqualmie Indian Tribe, we are submitting a copy of the Second Amendment to the Snoqualmie-Washington State Class III Gaming Compact.

This Compact Amendment was approved and signed by both parties in May of 2008. It appears that this document was not sent to you for consideration and approval and publication in the federal register.

The Tribe has been able to obtain a signed copy from the State of Washington and we are transmitting it to you post haste. We have designed our operations based on some of the technical amendments in this document and request your consideration of this Amendment as soon as possible. We do not wish to be overly demanding and are willing to meet with you in person to go over the amendments as soon as possible so that we can gain your approval prior to the Snoqualmie Casino Grand Opening on the Snoqualmie Reservation in November of this year.

If you have any questions, please feel free to contact Mr. Matthew Mattson at 425-888-6551 ext 123.

Thank you.

Sincerely,

THE SNOQUALMIE INDIAN TRIBE

Jerry Enick

Chief Jerry Enick

Matthew Mattson
Tribal Administrator

Tribal Chairman, Joe Mullen; Vice Chairman Maryanne Hinzman,; Secretary; Arlene Ventura; Treasurer, Margaret Mullen; Honorable Lifetime, Katherine M. Barker, Elsie Erickson; Council: Frances De Los Angeles, Robert Hinzman, Nina Repin, Kanium Ventura, Jo-Anne Dominick, Ray Mullen ; Chief, Jerry Enick, Chief, Nathan (Pat) Barker, Alternates: Staci Moses, Suzanne Ventura

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

INTRODUCTION

The SNOQUALMIE INDIAN TRIBE (hereafter "Tribe") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact on February 11, 2002 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 March 30, 2007. 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 II, G, J through L, and N are amended to read as follows:

G. "Compact" means this Class III Tribal-State Gaming Compact, together with its amendments.

J. "Gaming Employee" means any individual employed in the operation or management of gaming in connection with the Tribe's gaming operation or ~~facility~~ facilities, whether employed by or contracted to the Tribe or by or to any person or enterprise providing gaming operation and management services to the Tribe, including, but not limited to, gaming operation managers and assistant managers, accounting personnel, surveillance and security personnel, cashiers, dealers or croupiers, box men, floor men, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, pari-mutuel clerks, management companies and their principals, and any person whose employment duties require or authorize access to areas of ~~the~~ a gaming facility related to gaming which are not otherwise open to the public, or to areas designated by the Tribal and State Gaming Agencies.

K. "Gaming Facility" or "Gaming Facilities" means the building or buildings or portion thereof in which Class III Gaming activities are conducted as authorized by this Compact.

L. "Gaming Operation" or "Tribal Gaming Operation" means the gaming enterprise or enterprises operated by the Tribe in accordance with this Compact.

N. "Gaming Services" means the providing of any goods or services to the Tribe, whether on or off site, directly (or indirectly) in connection with the operation of Class III gaming in ~~a~~ any Gaming Facility, including equipment, maintenance or security services for ~~the~~ a Gaming Facility. Gaming services shall not include professional legal and accounting services.

2. Section III, A, E through L, and N and O are amended to read as follows:

A. Scope of Class III Gaming Activities. The Tribal gaming operation may utilize in its Gaming Facility~~y~~ies, subject to the provisions of this Compact, any or all of the following Class III activities:

1. Baccarat;
2. Beat My Shake;
3. Beat the Dealer;
4. Blackjack (to the extent not played as a Class II game);
5. Caribbean Stud;
6. Chemin De Fer;
7. Chuck-a-luck;
8. Craps;
9. 4-5-6;
10. Horses (stop dice);
11. Horse Race;
12. Let It Ride;
13. Money-wheel;
14. Satellite (off-track) wagering on horse races, subject to Appendix B;
15. Over/Under Seven;
16. Pai-gow (to the extent not played as a Class II game);
17. Poker (to the extent not played as a Class II game);
18. Red Dog;
19. Roulette;
20. Ship-Captain-Crew;
21. Sic-Bo;
22. Sports Pools, subject to Appendix B;
23. Sweet Sixteen;
24. Punchboards and Pull-tabs (to the extent not played as Class II games), subject to Appendix B;
25. Washington State Lottery tickets, subject to Appendix B;
26. Keno;
27. Any Pull-tab dispenser (to the extent not played as a Class II game), approved by the Washington State Gambling Commission; and
28. Any gambling device as defined under the Johnson Act, which is approved by the Washington State Gambling Commission.
29. Tribal Lottery Systems. Tribal Lottery Systems operated in conformity with Appendix X and X2 are hereby authorized.
30. Any electronic gambling device (EGD) as defined herein and under the Johnson Act, as set forth in Appendices X, X2 and Y to this Compact.

E. Authorized Gaming Operation and ~~Facility~~ Facilities. The Tribe may establish ~~one~~ two Class III Gaming ~~Facility~~ Facilities, on trust land within or contiguous to the boundaries of its initial reservation land as acknowledged by the Secretary of the Interior under the Federal Acknowledgement process, for the operation of any Class III games authorized

pursuant to this Compact, and shall give the State Gaming Agency at least sixty (60) days' notice of any intention to relocate its Class III gaming activities to another facility.

F. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe on its Reservation, including the purchase of chips or tokens, for use in wagering, shall be made by cash, cash equivalent, credit card or personal check. Except for said use of credit cards, no credit shall be extended to any patron of the Gaming ~~Facility~~ Facilities for gaming activities.

G. Size of Gaming Floor. The actual size of the gaming floor devoted to Class III activities within ~~the~~ each Gaming Facility shall be determined by the Tribe.

H. Number of Gaming Stations. During the first ~~six~~ twelve months of operation ("phase one"), 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 "non-profit station~~ "Nonprofit Station"). The proceeds from the ~~non-profit~~ Nonprofit ~~station~~ sStation shall be dedicated to support non-profit organizations and their activities located within the City of Snoqualmie, King County or the State of Washington. For the purposes of the determination of "proceeds" from the ~~non-profit all~~ Nonprofit ~~sStation~~ only, proceeds shall mean the net win of the ~~non-profit~~ Nonprofit ~~s~~Station less the pro rata cost of regulation and operation, specifically excluding capital costs. The net win from the ~~non-profit~~ Nonprofit ~~s~~Station is not subject to the community contribution established under Section XIV.C of this Compact. Therefore, the "proceeds" shall equal the net win of the Nonprofit ~~s~~Station less the costs of regulation and operation, divided by the thirty-two (32) gaming stations. The Tribal Gaming Agency shall set forth regulations concerning the types of bona-fide non-profit organizations and/or the types of projects of such organizations which shall be supported by the ~~non-profit~~ Nonprofit ~~s~~Station. These organizations may not include non-profit organizations affiliated with the Tribe. At the end of ~~six (6)~~ twelve (12) months of continued operation of ~~the~~ a Class III facility, if the Gaming Operation has met the conditions set forth in Section III.K., "phase two" may be implemented, providing~~,~~ for ~~up to fifty (50) gaming stations plus, at the option of the Tribe, two (2) additional non-profit gaming stations.~~ up to seventy-five (75) gaming stations within one facility and a total of fifty (50) gaming stations within a second facility, and the Tribe has the option to add one (1) additional Nonprofit Station for every twenty-five (25) gaming stations. 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. The Tribe may operate at phase two limits prior to twelve (12) months of continued operation if the State Gaming Agency grants temporary approval as set forth in subsection III.K(2).

I. Wagering Limitations. During the first ~~six~~ twelve months of operation, wager limits shall not exceed two hundred fifty dollars ($250). At the end of ~~six (6)~~ twelve (12) months of continued operation, if the gaming operation has met the conditions set forth in Section III.K, "phase two" may be implemented, providing for wager limits of up to five hundred

dollars ($500). PROVIDED, that the Tribe may implement wager limits of up to five hundred dollars ($500) prior to ~~six (6)~~ twelve (12) months of continued operation if the State Gaming Agency grants temporary phase two approval, as set forth in subsection III.K(2).

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

~~1. During the first six months of operation, operating hours may not exceed one hundred twelve (112) hours per week. At the end of six months of continued operation, if the Gaming Facility has met the conditions set forth in Section III.K, "phase two" may be implemented providing for operating hours of up to one hundred forty (140) hours per week.~~

~~2. The Gaming Operation shall not operate more than twenty (20) hours per day and shall be closed to the public between the hours of 2:00 a.m. and 6:00 a.m. each day of operation, provided the Tribe may operate the Gaming Facility past the hour of 2:00 a.m., upon mutual written agreement by the State Gaming Agency, the Tribal Gaming Agency, and local law enforcement agencies.~~

~~3. Upon thirty (30) days written notice to the State Gaming Agency and with written mutual agreement between the State Gaming Agency and Tribal Gaming Agency, the Tribe may, not more than three (3) times per calendar year, conduct continuous Class III operations for up to seventy two (72) hours. During these three (3) times, the total number of hours the Tribe may operate in one week may exceed 112 or 140 hours, depending on whether Phase II limits have been implemented. The Tribe must bank these additional hours.~~

K. "Phase II" Review & Implementation.

1. After twelve ~~six~~ months of operation of a ~~the~~ Class III Gaming Facility, the State Gaming Agency shall conduct a review of the Class III Gaming Operation to determine Compact compliance and whether the conditions set forth below have been satisfied. If, as a result of the review, the State Gaming Agency determines that the Gaming Operation is in compliance with the conditions set forth below, the Class III Gaming Operation may implement "phase two." If the State Gaming Agency determines that the Class III Gaming Operation has not satisfied the conditions, any resulting dispute will be resolved through the dispute resolution procedures set forth in section XII.C. of this Compact. Any increase in the number of gaming stations, hours of operation, or wager limits beyond that initially authorized during "phase one" of Class III Gaming Operation shall be conditioned upon the following criteria:

a. There have been no violation(s) of the provisions of this Compact which have resulted in sanctions imposed by the Federal District Court or the National Indian Gaming Commission;

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

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

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

e. There have been no material violations of Appendices A, B, or X2 of this Compact.

2. The Tribe may operate at phase two levels upon the opening of the gaming facility or facilities if the Gaming Operation meets certain criteria for temporary phase two approval by the Director of the State Gaming Agency. In lieu of twelve (12) months of continuous operation, the Tribe must demonstrate its compliance with the following requirements prior to the opening of each facility:

a. The Tribe has satisfied the portions of the phase two review that the State Gaming Agency requires prior to the opening of each Gaming Facility.

b. The Tribe has satisfied the requirements set forth in subsection III.K(1)(d). In addition, the Tribal Gaming Agency has employed Tribal Gaming Agents trained in audit procedures and will establish its own internal audit program. The Tribal Gaming Agency shall be responsible for regular reviews of the gaming station and Tribal Lottery System checklists.

c. If, after granting temporary phase two approval, the Director of the State Gaming Agency determines that the Tribe has failed to demonstrate substantial compliance with the requirements of subsection III.K(1), then the Tribe shall operate at phase one levels until the State Gaming Agency gives subsequent temporary or standard phase two approval.

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

N. Age Limitations. No person under the age of eighteen (18) shall participate in any Gaming Operation, or be allowed on any ~~the~~ Class III gaming floor authorized by this Compact during actual hours of operation. Persons between the age of eighteen (18) and twenty one (21) years of age may patronize and participate in Class III gaming activities

offered by the Tribe in its Gaming ~~Facility~~ Facilities, so long as such patrons do not purchase or consume alcoholic beverages on the premises.

O. Prohibition on Firearms. The possession of firearms by any person within ~~the~~ any Gaming Facility shall be strictly prohibited, and the Tribal Gaming Agency 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 Agency, any Snoqualmie Tribe law enforcement agency, the 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 D are amended to read as follows:

A. Gaming ~~Facility~~ Facilities. The Gaming ~~Facility~~ Facilities 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 to verify ~~its~~ conformity with the requirements of this Compact. Verification that such requirements have been met shall be by the State Gaming Agency and Tribal Gaming Agency and, with respect to the satellite wagering facility and operation only, the Washington Horse Racing Commission, through a joint pre-operation inspection scheduled at least ten (10) days prior to the scheduled opening to the public. If ~~the~~ a Gaming Facility fails to meet such requirements the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Tribe and Gaming Facility manager, if any, within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether the a Gaming Facility meets the requirements, the agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the gaming agencies within sixty (60) days, the parties may seek resolution pursuant to Section 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. The actual costs of final inspection of the ~~facility~~ facilities under this Section shall be the responsibility of the Tribe.

B. Gaming Employees. Every gaming employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to commencement of employment, and annually thereafter. The Tribal Gaming Agency may immediately issue a license if the employee has a current State Gaming license or Class III gaming certification issued by the State Gaming Agency, the State Gaming Agency certifies that the prospective employee is in good standing, and the employee consents to disclosure of records to the Tribal Gaming Agency of all information held by the State Gaming Agency. If Class II and Class III table games are combined in the same room in ~~the~~ a Gaming Facility the parties agree that this could impact the regulatory scheme established under this Compact. In such event, the Class II table gaming employees in such room shall be certified as if they were Class III gaming employees. This provision shall not be applicable to employees only engaged in activities related to bingo, pull-tabs, or punchboards.

D. Financiers. Any party who extends or intends to extend financing, directly or indirectly, to the Gaming ~~Facility~~ Facilities or Gaming Operation shall be subject to the annual State certification and licensing requirements of the Tribal Gaming Agency. Such party shall be required to obtain State certification prior to completing the financing agreement, and annually thereafter as long as the financing agreement is in effect. These licensing and certification requirements do not apply to financing provided by a federally regulated commercial lending institution, the Snoqualmie Tribal government, or the Federal Government. The party shall fully disclose the source of all funds required to be disclosed under and in accordance with IGRA and the Tribe shall provide a copy of such disclosures to the State Gaming Agency. If a disclosure regards satellite wagering facilities and activities, the Tribe shall also send a copy to the Washington Horse Racing Commission.

4. Section V, C.6. and M are amended to read as follows:

6. 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. For enrolled members of the Tribe who are applicants for Class III gaming certification, and licensing, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a provisional or conditional certification, certain criteria for such enrolled tribal members if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming ~~Facility~~ Facilities. 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, which the Tribe agrees to pay.

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 Agency prior to taking any action.

5. Section VI, 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:

1. Ensure the enforcement in the gaming operation, including the facilities, of all relevant laws;
2. Ensure that the gaming operation has adequate policies in place for the physical safety of patrons in the establishment; and
3. Ensure the physical safety of personnel employed by the establishment.

~~A~~B. 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 the Snoqualmie Tribal Lands, shall be that of the Tribal Gaming Agency and any Snoqualmie law enforcement agency. The Tribal Gaming Agency and/or the Tribe's law enforcement agency shall perform the following functions, as related to the regulation and integrity of gaming:

~~1. Enforce in the Gaming Operation 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~~1. Ensure the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department;

~~5~~2. Protect 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 to the appropriate law enforcement authorities, persons who may be involved in illegal activities; and

~~7~~4. Record in a permanent and detailed manner any and all occurrences that require evaluation, investigation, or other decision making under the terms of this Compact that happen within ~~the~~ each 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:

(a) the assigned number;

(b) the date;

(c) the time;

(d) the nature of the incident;

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

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

~~B~~C. Tribal Gaming Agents. The Tribal Gaming Agency shall employ qualified agents. Tribal Gaming Agents shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Agency.

~~C~~D. Reporting of Violations. A Tribal Gaming Agent shall be present in ~~the~~ each Gaming Facility during all hours of such facility's gaming 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 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, observed or suspected violation of the Compact provisions or other applicable law 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, or any other person directly or indirectly involved in, or benefiting from, the violation.

~~E~~F. Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward copies of all completed incident and investigation reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Agency and provide other related investigation services, for which the Tribe agrees to reimburse the State Gaming Agency.

~~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 the Tribal Gaming Agency shall meet quarterly during the first year of operation to review existing practices and examine methods to improve the regulatory program created by this Compact. After the first year, the parties shall meet at least annually to discuss these matters. The meetings shall take place at a location selected by the Tribal Gaming Agency. At least ten (10) days prior to such meetings, the State Gaming Agency shall disclose in writing to the Tribal Gaming Agency any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected. If the Tribe should begin operating a satellite wagering facility for 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, with respect to satellite wagering facility and activities only, the Washington Horse Racing Commission shall, pursuant to the provisions of this Compact, have the authority to monitor the Tribal Gaming Operation to ensure that it 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 and the Washington Horse Racing Commission, if applicable, shall have free and unrestricted access to all applicable areas of ~~the~~ each Gaming Facility during normal operating hours with or without giving prior notice to the Tribal Gaming Agency. Provided, that when possible notice shall be given to the Tribal Gaming Agency or to a Tribal Gaming Agent in the facility, and the Tribal Gaming Agency may assign an Agent or other representative to accompany the State agent while on the Snoqualmie Tribal Lands. Following the investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State shall provide the Tribal Gaming Agency with a report of the investigation, including information about evidence gathered in connection with the investigation. The State shall protect identifying information regarding confidential informants.

D. Cooperation With Tribal Gaming Agency. The State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall promptly notify the Tribal Gaming Agency of any activity suspected or occurring, whether within ~~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 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 Gaming Operation conducted by the Tribe:

1. To ensure integrity, the Tribal Gaming Operation shall maintain the following logs as written, or computerized records which shall be available for inspection by the State Gaming Agency in accordance with Section VII.B of this Compact: a surveillance log recording all surveillance activities in the monitoring room of ~~the~~ each Gaming Facility; and a security log recording all unusual occurrences that require an evaluation, investigation, or other decision making process by a Tribal Gaming Agent.

2. 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.

3. The Tribal Gaming Agency shall require the audit of the Tribal Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any change in such rules. To the extent such rules have been adopted prior to the execution of this Compact, they are set forth in Appendices A, B, ~~and~~ X, and X2 hereto and shall be deemed approved by the State. 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.A, except as specified in Appendix B, shall be based upon such games as commonly practiced in Nevada, including wagering, that does not fundamentally alter the nature of the game as the Tribal Gaming Agency may approve. Rules for games identified in Section III.A, except as specified in Appendix B, shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. The Tribe 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 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 XII.C of this Compact.

C. Regulation of Gaming Operation. The following requirements shall apply to the Tribe's Gaming:

1. The 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 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 XII.C.

2. The Gaming Operation shall maintain a cashier's cage for each facility in accordance with the standards set forth in Section 7(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 said Appendix, the 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 XII.C.

3. The Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit operated in ~~it's~~ a Gaming Facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal and State Gaming Agencies shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements. If agreement cannot be reached between the State and Tribal Gaming Agencies, the dispute shall be handled in accordance with Section XII.C of this Compact.

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

8. Section XIV, B is amended to read as follows:

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

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

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

SNOQUALMIE INDIAN TRIBE

By Mary Anne Hinzman DATED: 5/22/08
Mary Anne Hinzman, Tribal Chairperson

THE STATE OF WASHINGTON

By Christine Gregoire DATED: 6/14/08
Christine Gregoire, Governor

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.

Gaming Station Transfer Agreement.

Transferee

By:_____

Transferor

By:_____

State

By:_____