

**FOURTH AMENDMENT TO THE TRIBAL-STATE COMPACT  
FOR CLASS III GAMING  
Between The  
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
And The  
STATE OF WASHINGTON**

**WHEREAS**, on June 9, 1996, the State of Washington (“State”) and the Confederated Tribes and Bands of the Yakama Nation (“Nation”) executed a Class III Gaming Compact (“Compact”), pursuant to the Indian Gaming Regulatory Act of 1988 (“IGRA”), P.L. 100-407, codified at 25 U.S.C. Section 2701 *et. seq.* and 18 U.S.C. Sections 1166-1668; and

**WHEREAS**, the Class III Gaming Compact executed by the State and the Nation, as well any amendments thereto, were approved by the Secretary of the Interior and are in full force and effect (hereinafter referred to as the “Compact”); and

**WHEREAS**, the State and Nation subsequently conducted additional negotiations in accordance with the provisions of IGRA and the terms of the Compact; and

**WHEREAS**, the State and Nation have agreed to certain changes to the Compact, including certain provisions found within Appendix X2, that the parties believe will benefit the Nation and the State, will be fair and protect the members of the Nation and the other citizens of the State, and are consistent with the objectives of IGRA.

**NOW, THEREFORE, the Compact shall be, and is hereby amended as follows:**

1. Amend Compact Section III.F. to read as follows:
  - F. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Nation on its Tribal Lands, including the purchase of chips or tokens, for use in wagering, shall be made by Cash or Cash Equivalent. Cash payments for wagers made through near-field communication (NFC) devices, EMV or smart cards, or similar secure payment technologies may be utilized upon agreement between the Nation and the State Gaming Agency and documented in a Memorandum of Understanding. ~~Except for said use of credit cards, n~~No credit shall be extended to any patron of the Gaming Facility for gaming activities-, except as authorized in this Compact and Appendices.
2. The Compact is hereby amended to add **Appendix E – Limitations on Wagers, Credit, Facilities: Problem Gaming Resources and Contributions: Moratorium**, in the form attached hereto, in its entirety.

**IN WITNESS WHEREOF, the Confederated Tribes and Bands of the Yakama Nation and the State of Washington have executed this Compact.**

**CONFEDERATED TRIBES AND BANDS  
OF THE YAKAMA NATION**

**STATE OF WASHINGTON**

**BY: \_\_\_\_\_  
DELANO SALUSKIN  
Chairman**

**BY: \_\_\_\_\_  
JAY INSLEE  
Governor**

**DATED: \_\_\_\_\_**

**DATED: \_\_\_\_\_**

**DRAFT**

**CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION**  
**and the**  
**STATE OF WASHINGTON CLASS III GAMING COMPACT**

**APPENDIX E**

**LIMITATIONS ON WAGERS, CREDIT, FACILITIES; PROBLEM GAMING  
RESOURCES AND CONTRIBUTIONS; MORATORIUM**

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## 1. Conditions and Limitations

This Appendix contains the concessions, limitations, and agreement of the Tribe and State with respect to the subject matter addressed herein. Where any provisions of this Appendix are inconsistent with another provision of the Compact and Appendices, the provisions of this Appendix shall govern unless and until they are subsequently amended pursuant to the processes set forth in the Compact. This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to adopt this Appendix.

The Nation and State agree that, although the Compact and its appendices become effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B), the implementation of Appendix E shall be delayed until any of the provisions herein are implemented by the Nation. The Nation shall provide notice to the State if, as and when implementation of Appendix E commences.

All terms not defined herein shall have the same definitions as in the Nation's Compact and its amendments and appendices.

## 2. High Limit Room

- 2.1. "High Limit Room" means a clearly identified area of the Gaming Facility separated by a permanent, physical barrier or a separate room in the Gaming Facility. "Permanent, physical barrier" includes a partial wall, fence or similar separation. Stanchions or similar movable barriers are not considered a permanent, physical barrier.
- 2.2. The Gaming Operation may offer Gaming Station wager limits in the High Limit Room up to five thousand dollars (\$5000).
- 2.3. Access to the Gaming Stations in the High Limit Room will be subject to pre-screening qualifications and screening process set forth in a Memorandum of Understanding agreed upon by the State Gaming Agency and the Nation, as may be amended from time to time.
- 2.4. No customers may participate in Gaming at Gaming Stations in the High Limit Room if they are known to the Gaming Operation to have a history of problem gambling or currently barred for self-exclusion, or known by the Gaming Operation as demonstrating significant characteristics associated with problem gambling.
- 2.5. The Gaming Operation must follow the requirements of Title 31 U.S.C.

### 3. High Limit Pits

- 3.1. “High Limit Pit” means a designated Pit in the Gaming Facility with Gaming Station wager limits higher than five hundred dollars (\$500), subject to the requirements and limitations of this Appendix.
- 3.2. The Gaming Operation will demarcate the High Limit Pit areas by including visible signage to indicate that patrons are entering a high wager area, and with visible signage on each table to indicate the minimum and maximum wagers for tables in that pit.
- 3.3. The Gaming Operation may offer Gaming Station wager limits not to exceed one thousand dollars (\$1,000) in the Gaming Facility’s High Limit Pits.
- 3.4. No customers may participate in Gaming in a High Limit Pit if they are identified by Gaming Operation personnel to have a history of problem gambling, or currently barred for self-exclusion, or identified by Gaming Operation personnel as demonstrating significant characteristics associated with problem gambling.
- 3.5. The Gaming Operation must follow the requirements of Title 31 U.S.C.

### 4. Extension of Credit

- 4.1. Notwithstanding Section III.F of the Compact, the Gaming Operation may extend credit to patrons who seek an extension of credit and who meet the criteria set forth in credit procedures developed by the Gaming Operation. At a minimum, the credit procedures must specify:
  - 4.1.1. All patrons requesting credit are required to submit a complete tribal credit application and be provided problem gambling information;
  - 4.1.2. The minimum and maximum amount any patron can request;
  - 4.1.3. The process for review and verification of the credit application, which review process shall include, at a minimum, proof of identity, obtaining a credit report, gaming report unless this is the first casino credit for the patron (from Central Credit Inc. or similar provider that provides information on the patron’s prior casino credit), and bank verification of accounts;
  - 4.1.4. When a patron’s credit application will be reviewed after initial application and preapproval;

- 4.1.5. Patrons will not be extended credit if known to the Gaming Operation to have a history of problem gambling, if actively barred for self-exclusion, or if the Gaming Operation's review of a credit report indicates the patron is proposing to make wagers beyond his or her means;
- 4.1.6. How each patron's credit application information is kept confidential and secure from unauthorized access, including who is authorized to access the credit application information;
- 4.1.7. Information about patrons requesting credit are not shared or used for marketing or promotional purposes with entities outside the Gaming Operation;
- 4.1.8. How the preapproval amount is determined to be consistent with their credit report the preapproval amount is documented, and the patron is notified;
- 4.1.9. The preapproval is granted by an employee that is independent of the patron;
- 4.1.10. The repayment and debt collection requirements and notification includes:
  - 4.1.10.1. Repayment timeframes not to exceed ninety (90) days from the day of extension of credit.
  - 4.1.10.2. Any late payment fees, penalties, interest charges, or similar fees or charges, settlement process and reports, and prohibition of further credit extension with an unpaid balance.
  - 4.1.10.3. Following applicable federal debt collection laws.
- 4.2. The Tribal Gaming Agency shall forward to the State Gaming Agency a copy of approved credit procedures, and any changes to the credit procedures for review and concurrence prior to implementation per Section XI.A of the Compact.

5. Wagering Limits – Player Terminals.

5.1 Section 3.2.1(b) of Appendix X2 is amended as to read as follows:

- (b) All Scratch Tickets in a particular Game Set shall be of the same purchase price, ~~which shall not exceed \$5.00, with the exception that up to 15 percent of the Player Terminals in operation may have purchase prices of up to \$20.00 per Ticket.~~ The purchase price for a single ticket may not exceed \$30.00, provided that tickets with a purchase price over \$20.00 must have a

minimum wager of no less than \$5.00 and the minimum and maximum wagers must be visibly displayed on such machines. A single Ticket may offer an opportunity to enter another Game Set;

5.2 Section 4.1.4 of Appendix X2 is amended as to read as follows:

4.1.4 Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed ~~\$20.00~~ \$30.00. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

5.3 Section 7.1.10(b) of Appendix X2 “The percentage of Player Terminals offering wagers between \$5.01 and \$20.” is stricken.

6. Facility Limits – Gaming Stations and Player Terminals.

6.1 Section III.H. of the Compact is replaced in its entirety as follows:

H. Number of Gaming Stations. The maximum number of Class III Gaming Stations within the Gaming Facilities combined shall not exceed a total of one hundred twenty-five (125) Gaming Stations.

(1) At the option of the Nation, one (1) additional Gaming Station ("the nonprofit station") for every twenty-five (25) Gaming Stations in operation may be allowed in a Gaming Facility. The proceeds from the non-profit stations shall be dedicated to support non-profit and charitable organizations and their activities located within ~~Yakima County~~ the County where any Gaming Facility is located, or the State of Washington. For the purpose of the determination of “proceeds” from the non-profit stations only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. The net win from the non-profit stations ~~is~~ are not subject to the community contribution established under Section XIV.C of this Compact. Provisions 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 stations shall be set forth in Yakama Nation Laws or in regulations of the Tribal Gaming Agency.

(2) The Nation is required to obtain transfers of a 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. 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" substantially in the form appended hereto as Appendix C of this Compact.

- (3) The exact mix of high wager Gaming Stations in the Gaming Operation shall be left to the Nation's discretion; however, no more than 25% of the Gaming Stations in operation in a Gaming Facility may offer wagers between \$500 and \$1,000.00 in the High Limit Pit(s), and the total number of Gaming Stations within the High Limit Room and in the High Limit Pit(s) combined will not exceed thirty-one (31) Gaming Stations.

6.2 Section 12.2.1 of Appendix X2 is amended to read as follows:

Subject to Section 12.4 below, the Nation may operate no more than ~~2,500~~ 3,000 Player Terminals per facility ("Facility Limit"), and no more than a combined Player Terminal total ("Total Operating Ceiling") of 3,000 Player Terminals in its Gaming Facilities. It is also agreed that upon the effective date of this Appendix, the Total Operating Ceiling for the Muckleshoot Tribe, Tulalip Tribes, and Puyallup Tribe shall be 3,500 for each of those three tribes until the third anniversary of the effective date of this Appendix, at which time it shall increase to 4,000 for each of those same three tribes. It is further agreed that the Nation shall not be entitled as a matter of right to an increase in its Total Operating Ceiling based on the fact that the Muckleshoot Tribe, the Tulalip Tribes, and the Puyallup Tribe are entitled under this Appendix to operate up to the separate, higher Total Operating Ceiling(s) established specifically for them in this Appendix.

## 7. Contributions.

In order to provide for impacts to local community services that may arise as a result of the Gaming authorized under the Compact and this Appendix E, if any, the Nation agrees to begin accruing funds at the new rates upon the effective date of this Appendix and make payments as specified below if, as, and when this Appendix is implemented as provided in Section 1 above.

7.1. Section 14.6.1 of Appendix X2, is amended to read as follows:

Except in Sections 14.2 and 14.4, as used in section 14, the term "net win" shall mean the total amount of Tribal Lottery System revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts paid to winners) as reported as gaming revenue on the annual audited financial statements in accordance with Generally Accepted Accounting Principles (GAAP) less ~~any cost of developing, licensing, or otherwise obtaining the use of the Tribal Lottery System.~~ In Sections 14.2 and 14.4, the term "net win" shall mean the total amount of gaming revenue from Class III Gaming Stations and Tribal Lottery Systems after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts paid to winners) as reported as gaming revenue on the annual audited financial statements in accordance with Generally Accepted Accounting



Principles (GAAP) less any cost of developing, licensing, or otherwise obtaining the use of the Class III games;

- 7.2. Section 14.4 of Appendix X2, as previously amended, is amended to read as follows:

Problem Gambling. ~~Thirteen one hundredths of one percent (0.13%)~~ Two tenths of one percent (0.2%) of the net win derived from all Class III gaming activities, determined on an annual basis, shall be dedicated to problem gambling education, awareness, and treatment for all citizens in the State of Washington. Contributions shall be made to governmental or charitable and/or non-profit organizations, which may include the Department of Social and Health Services' Division of Alcohol and Substance Abuse (DSHS/DASA) Health Care Authority's Division of Behavioral Health and Recovery or successor agency, with expertise in providing counseling, intervention, treatment, research, or other services for problem gambling. The ~~0.13~~ 0.2 percent of net win shall be paid annually, commencing with the conclusion of the Nation's first full fiscal year following the date upon which this Appendix becomes effective, and shall be paid annually within ~~one year~~ 120 days of the close of the Nation's fiscal year.

- 7.3. Section 14.2 of Appendix X2 is amended to read as follows:

Charitable Donations. One-half of one percent (0.5%) of the Net Win derived from Tribal Lottery System all Gaming Stations and Tribal Lottery Systems activities, determined on an annual basis using the Nation's fiscal year, shall be donated to non-tribal bona fide non-profit and charitable organization registered with the Secretary of State to provide services in the State of Washington.

- 7.4. Community Impact.

The Nation has been providing community impact mitigation relief since opening their Class III Gaming Facility in 1998. As of the date of this Appendix, the State Gaming Agency has not received any criticism from local jurisdictions regarding unfunded impacts. The Nation's law enforcement and emergency services are primarily responsible for providing public safety and other community services to each Gaming Facility on Yakama Tribal Lands with assistance from surrounding local law enforcement and emergency service agencies. In addition, the Nation operates courts, corrections, probation, and transportation agencies, among others related to Community Impact.

The Nation and State agree that the provisions of this Appendix will not significantly increase attendance at the Nation's existing Class III Gaming Facility or increase the impact on the neighboring community.

For these reasons, the Nation and State hereby amend Compact Section XIV.C.1 and Appendix X2 Section 14.1 as set forth below:

7.4.1 Compact Section XIV.C.1 is amended to read as follows:

The Nation recognizes that activities directly and indirectly associated with the operation of Gaming Facilities may impact surrounding local law enforcement agencies and other services and place an increased burden on them. The Nation hereby agrees to establish a fund for purposes of providing assistance to law enforcement, emergency services and/or service agencies (including those agencies responsible for traffic and transportation) impacted by the Class III Gaming ~~Facility~~ Facilities and to withhold and disburse ~~2.0%~~ 0.75% of the Net Win from the Class III Gaming Operations, except as otherwise excluded under the provisions of this Compact, for this fund (“Community Contribution”). For each county wherein the Yakama Nation establishes a Gaming Facility, a committee consisting of a representative designated by the Tribal Council; a representative designated by the Tribal Gaming Agency; a representative from the county in which the facility is located; a representative from the closest city or cities to the Gaming Facility; ~~a representative from the City of Yakima; a representative from the City of Wapato or the City of Toppenish, depending on which is located closer to the Gaming Facility Facilities;~~ and a representative of the State Gaming Agency shall be established. The composition of this committee(s) may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. Each ~~The~~ committee shall meet at least annually to discuss impacts within the county and, if applicable, on the Reservation. No Class II gaming revenues, satellite wagering revenues, “non-profit gaming table” revenues, or non-gaming revenues shall be included with the ~~2.0%~~ 0.75% budgeted and disbursed as set forth in this Section.

However, if the Nation intends to no longer provide proactive impact mitigations, such as emergency medical services and law enforcement services, as detailed above, the Nation shall immediately notify the State Gaming Agency and shall begin accruing and making payments per Compact Section XIV.C.1 at 1.75%. If the Nation receives Community Impact funding requests for actual and demonstrated impact costs that cannot be met at the current contribution level, as identified by the Community Impact Committee(s), the Nation and the State Gaming Agency shall meet for good faith negotiations to enter into an MOU; provided the accrual shall not exceed 1.75% and shall not exceed the duration of the unmet Community Impact need.

7.4.2 Compact Appendix X2, Section 14.1 is amended to read as follows:

14.1 Impact Costs. Up to ~~one-half six tenths~~ of one percent (~~0.5%~~) (0.6%) of the net win derived from Tribal Lottery System activities, determined on an annual basis using the Nation's fiscal year, shall be added to any amounts payable and distributable from other Class III activities under the Compact in order to meet community impacts, to the extent such Compact amounts are insufficient to meet actual and demonstrated impact costs.

8. Responsible Gambling

The Nation and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Nation and of the State. As part of that responsibility, the Nation agrees to:

- 8.1 Provide complimentary, on-site space for responsible gambling resources and information;
- 8.2 Create and maintain a responsible gambling policy that addresses at least the following areas:
  - 8.2.1 Annual training and education for all gaming employees, with a separate training for management, to cover such topics as how to identify problem gamblers, how to provide assistance when asked, underage prevention, and unattended children;
  - 8.2.2 Self-exclusion, to cover such topics as the receipt of marketing materials and access into the facility;
  - 8.2.3 Self-restriction, which may cover such topics as setting limits on spending, time, and check cashing limits; and
  - 8.2.4 Resources, to include such topics as posting hot line numbers, signage and material availability on how to seek treatment;
- 8.3 Within five (5) years, or as soon as feasible thereafter, investigate and, at the Nation's discretion, either develop a new or implement an existing interactive responsible gambling application or program for players; and
- 8.4 Consider voluntary participation in the statewide self-exclusion program as provided in RCW 9.46.071, with the determination as to whether to participate at the Nation's sole discretion.

9. Moratorium. The Nation agrees to seek no additional amendments to this Appendix with respect to the subject matter of increased wager limits and per facility limits prior to six (6) months after the Problem Gambling Legislative Task Force Final Report is finalized or two (2)

years from the effective date of this Amendment, whichever is earlier (the “Moratorium”), except in the following circumstances:

- 9.1. Federal or State law, whether by statute, rule, regulation or other action that impacts Washington State or the Nation, is amended to increase any limitations above those included in this Appendix;
- 9.2. 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 increased limitations above those included in this Appendix; or
- 9.3. Any other tribe located in the State of Washington, through a Compact amendment approved (or deemed approved) by the Secretary of the Interior, obtains materially different concessions, limitations, and agreements than those outlined in this Appendix. The State and Nation agree to incorporate into this Compact all provisions of the other tribe’s amendment and such agreement will be documented in a Memorandum of Incorporation.

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