

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 16-18

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government;

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

WHEREAS, the Tribe intends to construct and operate a miniature version of its Little Creek Casino ("Casino") as a Class III Test Environment / Training Facility ("Test Environment") for its staff to train on new systems without impacting live systems or to test a new system before installing it on the live system. The planned Test Environment will be located in the Casino building and will replicate, but not connect to, the gaming activities and technical systems used on the Casino floor;

NOW, THEREFORE, it would be in the best interests of the Tribe to enter into this Memorandum of Understanding (see attached).

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 2 day of March, 2016, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SQUAXIN ISLAND TRIBE

And

THE STATE OF WASHINGTON

REGARDING

Training Facility / Testing Environment

The Squaxin Island Tribe ("the Tribe") and the State of Washington ("the State") entered into a Tribal-State Compact for Class III Gaming ("the Compact") on July 27, 1993, which has been amended four times by mutual agreement.

Section VII.A of the Compact provides, in part, as follows:

The State Gaming Agency and, as applicable to the satellite wagering facility and activities 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 the operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal gaming operation, these agents of the State Gaming Agency and the Commission shall have free and unrestricted access to all areas of the gaming facility during normal operating hours with or without giving prior notice to the Tribal gaming operation. Provided, that when possible, notice shall be given to the Tribal Gaming Agency or to a Tribal gaming inspector in the facility, and the Tribe may assign a Tribal agent or other representative to accompany the State agent while on the Squaxin Island Reservation. 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.

Section II.I of the Compact provides as follows:

"Gaming Operation" means the enterprise operated by the Tribe on the Squaxin Island Reservation for the conduct of any form of Class III gaming in any gaming facility.

AGREEMENT

The Tribe intends to construct and operate a miniature version of its Little Creek Casino ("Casino") as a Class III Test Environment / Training Facility ("Test Environment") for its staff to train on new systems without impacting live systems or to test a new system before installing it on the live system. The planned Test Environment will be located in the Casino building and will replicate, but not connect to, the gaming activities and technical systems used on the Casino floor.

Pursuant to the terms of the Compact, the Tribe and the State have entered into a partnership for regulations, and the parties acknowledge the State Gaming Agency and the Tribal Gaming Agency to be co-regulators of the Tribe's gaming Operation and its gaming enterprise, which includes the Test Environment.

Pursuant to the co-regulatory authority vested in both the State Gaming Agency and the Tribal Gaming Agency as set forth in the Compact, the parties have entered into this Memorandum of Understanding regarding the Operation of the Test Environment. Therefore, the parties agree to the following standards of operation for the Test Environment:

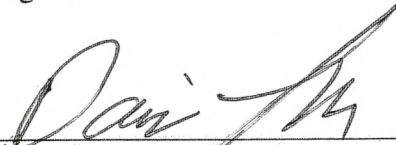
1. The Test Environment will be situated on the Tribe's Reservation in Shelton, WA.
2. The Test Environment does not constitute a second gaming facility under the compact, and no wagering of player funds may occur at the Test Environment. Likewise, no gaming tables or Tribal Lottery System ("TLS") terminals utilized in the Test Environment shall be included in or deducted from the allowances or allocations provided for in the Compact. The Tribe agrees to grant the State unrestricted access to all areas of the Test Environment.
3. The Test Environment will be subject to the terms and conditions of the Compact and have internal controls to assure complete separation from live gaming activities and technical systems used on the Casino floor. Further, the internal controls will specifically address network security and physical security that will be approved by the Squaxin Island Gaming Commission and concurred with by the State Gaming Agency.
4. Individuals accessing the TLS must meet the same Class III licensing requirements of the Squaxin Island Gaming Commission.
5. The Test Environment will use tables and other gaming equipment or devices allowed by Section III of the Compact, and will use only those TLS or components approved by the Tribe and State.

6. The Test Environment computer servers will not be attached to the live gaming systems at the Casino.

This Memorandum of Understanding shall remain in effect unless and until such time as either party notifies the other of intent to terminate the agreement, or to request a change in the provisions, set forth herein. Should either party wish to terminate this Memorandum of Understanding or change a provision herein, 30 days written notice shall be provided to the other party.

IN WITNESS WHEREOF, The Squaxin Island Tribe and the State of Washington have executed this memorandum of understanding.

Signed:



Dave Lopeman, Chairman
Squaxin Island Tribe

David Trujillo, Director
Washington State Gambling Commission

Date

Date



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 16-18

of the

SQUAXIN ISLAND TRIBAL COUNCIL

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WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

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WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

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NOW, THEREFORE, it would be in the best interests of the Tribe to enter into this Memorandum of Understanding (see attached).

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 2 day of March, 2016, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SQUAXIN ISLAND TRIBE

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THE STATE OF WASHINGTON

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Pursuant to the terms of the Compact, the Tribe and the State have entered into a partnership for regulations, and the parties acknowledge the State Gaming Agency and the Tribal Gaming Agency to be co-regulators of the Tribe's gaming Operation and its gaming enterprise, which includes the Test Environment.

Pursuant to the co-regulatory authority vested in both the State Gaming Agency and the Tribal Gaming Agency as set forth in the Compact, the parties have entered into this Memorandum of Understanding regarding the Operation of the Test Environment. Therefore, the parties agree to the following standards of operation for the Test Environment:

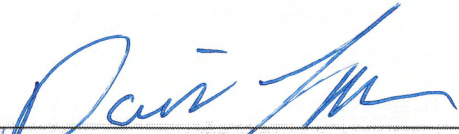
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This Memorandum of Understanding shall remain in effect unless and until such time as either party notifies the other of intent to terminate the agreement, or to request a change in the provisions, set forth herein. Should either party wish to terminate this Memorandum of Understanding or change a provision herein, 30 days written notice shall be provided to the other party.

IN WITNESS WHEREOF, The Squaxin Island Tribe and the State of Washington have executed this memorandum of understanding.

Signed:

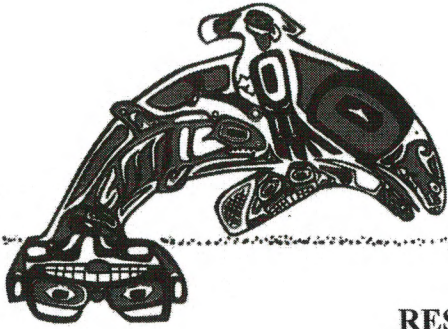


Dave Lopeman, Chairman
Squaxin Island Tribe

David Trujillo, Director
Washington State Gambling Commission

Date

Date



SQUAXIN ISLAND GAMING COMMISSION

RESOLUTION NO. 16-01

of the

SQUAXIN ISLAND GAMING COMMISSION

WHEREAS, the Squaxin Island Gaming Ordinance No. 93-01 ("Gaming Ordinance") was adopted on February 9, 1993, by the Squaxin Island Tribal Council; and

WHEREAS, the Gaming Ordinance created and established the Squaxin Island Gaming Commission (Commission) as the regulatory body in regards to matters relating to tribal gaming; and

WHEREAS, the Gaming Ordinance authorizes the Commission to adopt, amend and repeal rules and regulations relating to its regulatory duties and the governing conduct of the Commission; and

WHEREAS, The Squaxin Island Tribe and the State of Washington entered into a Tribal-State Compact for Class III Gaming ("the Compact") on July 27, 1993, as subsequently amended; and

WHEREAS, the Little Creek Casino Resort facility desires to construct and operate a Test Environment/Training Facility on its premises; and


WHEREAS, it would be in the best interests of the Commission, State of Washington and the Squaxin Island Tribe to enter an agreement in regards to the construction and operation of the Test Environment/Training Facility consistent with the terms of the attached Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED, that the Commission does hereby approve the construction and operation of the Test Environment/Training Facility consistent with the terms of the attached Memorandum of Understanding., and does hereby recommend approval and formal adoption of the Memorandum of Understanding by the Squaxin Island Tribal Council.

CERTIFICATION: The Squaxin Island Gaming Commission hereby certifies that the foregoing Resolution was adopted at a meeting of the Squaxin Island Gaming Commission, held

Resolution No. 16- 01
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on this 26th day of February, 2016, at which time a quorum was present and was passed by a vote of 3 for and 0 against, with 0 abstentions.


Joanne Decicio, Chairperson

Attested by: 