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No. 52826-6-II  
(Clark County Superior Court No. 18-2-06359-06)

COURT OF APPEALS  
DIVISION II  
STATE OF WASHINGTON

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COWLITZ TRIBAL GAMING AUTHORITY,

Appellant/Plaintiff,

v.

CLARK COUNTY SHERIFF'S OFFICE; ANGUS LEE,

Respondents/Defendants.

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APPELLANT'S OPENING BRIEF

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## I. INTRODUCTION

Appellant/plaintiff Cowlitz Tribal Gaming Authority ("CTGA"), an instrumentality of the Cowlitz Tribe (the "Tribe"), owns and operates ilani. ilani is an upscale casino owned by the Tribe in Ridgefield, Washington. CTGA initiated this action seeking an injunction under Washington's Public Records Act (the "PRA") to prevent the disclosure of materials that would compromise CTGA's ability to protect ilani patrons, ilani employees, and ilani itself from criminal attack. As both the federal and Washington state governments have recognized and taken steps to ameliorate, casinos such as ilani are at substantially higher risk than most other business establishments of being attacked by criminal elements.

After an altercation between patrons at ilani in October 2018, CTGA provided to the Clark County Sheriff's Office (the "Sheriff's Office") copies of surveillance video that showed all footage it had taken of the incident (the "Confidential Videos").<sup>1</sup> The Confidential Videos were from multiple angles, showed significant portions of the gaming floor, and showed the placement and response of security and law

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<sup>1</sup> As explained in greater detail below, the Tribe and Clark County—in accordance with to the Interlocal Cooperation Act (RCW 39.34)—have an agreement that the Sheriff's Office will investigate and prosecute criminal activity involving non-Indians at ilani.

enforcement personnel to the altercation; they revealed substantial information about ilani's clandestine security system. If this information were publicly accessible, it would significantly compromise the security and integrity of ilani's gaming operation. ilani and all individuals at ilani would be at much greater risk of being the victim of criminal activity. Consequently, under the federally required and approved Tribal-State Compact for Class III Gaming<sup>2</sup> (the "Compact") between the Tribe and the State of Washington, recordings from the surveillance system must not be publicly disclosed and must be kept confidential.

Because of this, when Angus Lee requested copies of the Confidential Videos from the Sheriff's Office under the PRA,<sup>3</sup> CTGA sought an injunction preventing release of the Confidential Videos. A temporary restraining order was granted, but the trial court then denied CTGA's motion for a preliminary injunction. This appeal followed.

Put simply, the Confidential Videos should not be produced in response to a request under the PRA because the Compact, a federally required and approved contract between the Tribe and the State of

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<sup>2</sup> Without the Compact, CTGA could not operate a casino such as ilani on its reservation.

<sup>3</sup> The second request for this footage; the first public-records request was withdrawn before CTGA's motion for preliminary injunction could be heard.

Washington, is binding, and it states that the Confidential Videos are not to be publicly disclosed. Thus, the State of Washington is prevented from disclosing (or causing to be disclosed via a state statute such as the PRA) the Confidential Videos under the clear terms of the federal Compact. Further, to the extent that the terms of the federal Compact conflict with the state PRA, operation of the state PRA is preempted by federal law.

Even if principles of federal law did not operate to bar production of the Confidential Videos, they would be exempt from production under two specific provisions of Washington's PRA: (1) the "other statutes" exemption (RCW 42.56.070(1)), which provides that when another statute, such as the Compact, prohibits production of requested documents, the documents are exempt from production, and (2) the "security" exemption (RCW 42.56.420), which provides that documents are exempt from production if production is substantially likely to threaten the public health. Here, the other-statutes exemption applies because the Compact specifically prohibits disclosure of the Confidential Videos, and the security exemption applies because—as both the federal and Washington state governments have recognized—casinos are at high risk of criminal

activity, and revealing information about a casino security system would unnecessarily and unreasonably heighten that risk.

Four separate legal bases lead to the same outcome: the Sheriff's Office should be barred from producing the Confidential Videos in response to Mr. Lee's (or any other) public records request. For these reasons, CTGA asks this Court to overturn the trial court's denial of its motion for preliminary injunction and issue an injunction permanently prohibiting release of all Confidential Videos.

## **II. ASSIGNMENT OF ERROR**

The trial court erred by denying CTGA's motion for preliminary injunction.

## **III. ISSUES PERTAINING TO ASSIGNMENT OF ERROR**

1. The federally required and approved Compact between the Cowlitz Indian Tribe and the State of Washington prohibits the disclosure of specific documents. Is the State bound by the Compact and prevented from requiring disclosure of the protected documents in response to a public-records request?

2. The public disclosure of the Confidential Videos would compromise the security and integrity of ilani's gaming operations and

contravene IGRA's purpose. Does the federal IGRA preempt the state PRA as to the disclosure?

3. Under the PRA, public records are expressly exempt from production if their disclosure is prohibited by "other statute."

RCW 42.56.070(1). The Compact is superior in force to statutory law and prohibits disclosure of the requested documents. Are the documents exempt from production under the PRA's "other statute" provision?

4. Under the PRA, public records are expressly exempt from production if disclosure would be substantially likely to threaten public safety. RCW 42.56.420. The significant criminal threat to Indian casinos is an explicitly recognized fact by both state and federal legislation, and disclosure of the requested documents would compromise security at ilani. Are the documents exempt from production under the PRA's security exemption?

#### **IV. STATEMENT OF THE CASE**

##### **A. FACTUAL BACKGROUND.**

##### **1. CTGA Operates ilani.**

##### ***a. ilani.***

The Tribe, a federally recognized Indian tribe, has a reservation in Clark County, Washington. CP 16, ¶ 8; Federal Register, Vol. 84, No. 22

at 1201. The Tribe owns and operates a casino known as ilani on its reservation through its instrumentality CTGA. CP 9, ¶ 2.

Gambling on Indian reservations is highly regulated by tribal, state, and federal law. CP 16, ¶ 8. In order to operate ilani, CTGA must comply with this extensive regulatory framework. CP 16, ¶ 8.

*b. IGRA.*

In 1987, the U.S. Supreme Court held that states lack inherent civil regulatory jurisdiction over Indian gaming. *California v. Cabazon Band of Mission Indians*, 480 U.S. 202, 107 S. Ct. 1083, 94 L. Ed. 2d 244 (1987). The next year, in 1988, U.S. Congress codified *Cabazon* when it passed Indian Gaming Regulatory Act ("IGRA"). 25 U.S.C. §§ 2701 *et seq.* Under IGRA, U.S. Congress delegated very limited regulatory jurisdiction over one of three types of Indian gaming, and only to the extent that the state co-regulates the same with tribe(s) pursuant to a tribal-state gaming compact and a tribal gaming ordinance. 25 U.S.C. § 2710(d). IGRA compacts are subject to federal approval. *Id.* at § 2710(d)(8). Class III gaming on Indian lands is legal only if, among other things, it is conducted in conformance with a tribal state gaming

compact. *Id.* at § 2710(d)(1). IGRA expressly and tightly restricts the subject matter of compacts. *Id.* at § 2710(d)(3)(C). IGRA compacts are a creature of federal statute and carry preemptive effect of IGRA.

IGRA's stated "purpose" is "to provide a statutory basis for the regulation of gaming by an Indian tribe adequate to shield it from organized crime and other corrupting influences, to ensure that the Indian tribe is the primary beneficiary of the gaming operation, and to assure that gaming is conducted fairly and honestly by both the operator and players." 25 U.S.C. § 2702(2). IGRA requires that tribal gaming ordinances ensure that "the operation of that gaming is conducted in a manner which adequately protects the environment and the public health and safety." 25 U.S.C. § 2710(b)(2)(E).

*c. The Washington State Gambling Act.*

Like IGRA, the Washington State Gambling Act (RCW 9.46) begins with a legislative declaration that acknowledges the danger that gambling will be corrupted or infiltrated by organized crime. In part, that Act states:

The public policy of the state of Washington on gambling is to keep the criminal element out of gambling and to promote the social welfare of the people by limiting the nature and scope of gambling activities and by strict regulation and control.

It is hereby declared to be the policy of the legislature, recognizing the close relationship between professional gambling and organized crime, to restrain all persons from seeking profit from professional gambling activities in this state; to restrain all persons from patronizing such professional gambling activities; to safeguard the public against the evils induced by common gamblers and common gambling houses engaged in professional gambling . . . .

RCW 9.46.010.

*d. The Compact.*

Obtaining federal approval of a tribal state gaming compact is a complicated and highly regulated process under federal and state law. On June 16, 2014, following good faith negotiations between the Tribe and the State of Washington, the Tribe and the State of Washington entered into the federal Compact, which permits the Tribe (via CTGA) to conduct Class III gaming activities on the reservation in compliance with IGRA. CP 16, ¶ 3.<sup>4</sup> The Department of the Interior approved the Compact on

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<sup>4</sup> Relevant portions of the Compact are included in the Appendix.

behalf of the federal government on July 31, 2014. CP 16, ¶ 3; Federal Register, Vol. 79, No. 152, p. 46275 (Aug. 7, 2014).

Among other things, the stated purposes of the Compact include:

- (1) ensuring the fair and honest operation of gaming activities;
- (2) preventing unsavory and unsuitable persons from having any direct or indirect involvement with gaming activities at any time or in any capacity;
- (3) preventing cheating and fraudulent practices; and (4) protecting the health, welfare, and safety of the citizens of the Tribe and of the State.

CP 27; Appendix at APP006.

To accomplish those purposes, the Compact expressly requires the Tribe to maintain a sophisticated and clandestine surveillance system of the casino. CP 17, ¶ 9. Under the terms of the Compact, the surveillance system is not to be "publicly distributed or accessible." CP 17, ¶ 10. In fact, the Compact specifically defines "Surveillance System" as "a recording system with a collection of surveillance cameras in which live signals are viewed and/or recorded within the system and are not publicly distributed or accessible." CP 17, ¶ 10; Appendix at APP009 and 024.

Further, several other sections of the Compact mandate that surveillance coverage be clandestine<sup>5</sup> in nature. For example:

- *Appendix A, Section 6.3.b.i:* "The clandestine surveillance of the operation and conduct of the gaming activities;"
- *Appendix A, Section 6.3.b.ii:* "The clandestine surveillance of the operation of the cashier's cage;"
- *Appendix A, Section 21.2.a:* "Light sensitive cameras with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points . . . ."
- *Appendix X2, Section 9.10:* "For purposes of this section, all components of the Tribal Lottery System, except wiring, cables, and conduit in which they are located, shall have the ability to be effectively and clandestinely monitored and recorded by means of a closed circuit television system or digital surveillance system in accordance with Appendix A and as authorized by TGA and SGA, in compliance with the requirements of the Compact."

CP 17, ¶ 11; Appendix at APP026-27 and APP029.

As the Compact requires, the video surveillance is proprietary and is kept confidential by the Tribe. The clandestine surveillance system is one of the most important tools for maintaining the security and orderly operation of the casino. CP 18, ¶ 12.

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<sup>5</sup> "Clandestine" means "marked by, held in, or conducted with secrecy." Merriam-Webster's Collegiate Dictionary 227 (11th ed. 2003).

2. The Altercation, and Clark County's Role.

On or about October 6, 2018, a patron at ilani was involved in an altercation (the "Altercation"). The Altercation was captured on the Tribe's surveillance video system. CP 10, ¶ 6.

Under the Interlocal Cooperation Act (RCW 39.34), Clark County and the Tribe have an agreement (the "Agreement") that enables the County to extend law enforcement, prosecution, and court services to the Tribe that are needed on the Tribe's reservation. CP 16, ¶ 5. Since ilani is on the reservation, the Sheriff's Office investigates and prosecutes criminal activity involving non-Indians at ilani. CP 16, ¶ 6. Accordingly, when the Altercation occurred, it was the Sheriff's Office that opened a criminal investigation into the Altercation. CP 10, ¶ 7.

As part of the criminal investigation, CTGA provided to the Sheriff's Office copies of what it had captured of the Altercation from its surveillance video system. CP 10, ¶ 7. The Confidential Videos provided to the Sheriff's Office were from multiple camera angles and included significant portions of the gaming floor. In addition, the Confidential Videos show the placement and response of security personnel. This is important because a significant threat to gaming facilities is persons'

creating a disturbance in one part of the gaming facility while accomplices engage in criminal activity in another part. CP 19, ¶ 17. Thus, in order to maintain the proper security of the gaming facility, it is critical that camera angles, camera tracking, how security is deployed, and how security responds remain confidential. CP 19, ¶ 17.

3. Angus Lee's Public-Records Request.

Angus Lee issued a public-records request under the PRA to the Sheriff's Office in November 2018 (the "PRR").<sup>6</sup> CP 10, ¶ 8; CP 12. The Public Records Request asked for "the ilani security video of the incident involving Richard Christie [the Altercation]." CP 10, ¶ 8; CP 12.

On November 19, 2018, the Sheriff's Office provided notice to the Tribe that it had received the PRR and that it would release the Confidential Videos on December 6, 2018, unless the Tribe obtained an injunction under RCW 42.56.540 preventing the Sheriff's Office from releasing them. CP 10, ¶ 8; CP 12.

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<sup>6</sup> This was the second public-records request that the Sheriff's Office had received for the same Confidential Videos; the first public-records request was withdrawn before the trial court could rule on CTGA's motion for preliminary injunction. *See Cowlitz Tribal Gaming Authority v. Clark County Sheriff's Office and Richard Christie*, Clark County Superior Court No. 18-2-02118-2.

**B. PROCEDURAL HISTORY AND THE TRIAL COURT'S RULING.**

On December 3, 2018, CTGA filed its complaint for injunctive relief (the "Complaint"), seeking "preliminary and permanent injunctive relief" against the Sheriff's Office and Mr. Lee under RCW 42.56.540. The Complaint sought only to prevent the disclosure of the Confidential Videos. CP 1-8.

On December 3, 2018, the Court granted CTGA's motion for a temporary restraining order, preventing release of the Confidential Videos until a hearing on CTGA's motion for preliminary injunction could occur. CP 35-37. The hearing on motion for preliminary injunction occurred on January 3, 2019. CP 59. The trial court denied CTGA's motion, and CTGA now appeals that decision. CP 69-74. In the interim, the parties stipulated to an order extending the temporary restraining order while this appeal pends. CP 60-66.

On March 11, 2019, after the appeal was filed and well underway, Mr. Lee withdrew via e-mail his PRR for the Confidential Videos. This Court should consider CTGA's appeal<sup>7</sup> even though Mr. Lee's specific

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<sup>7</sup> When an appeal "involve[s] matters of continuing and substantial public interest," Washington appellate courts will consider the appeal even if the specific dispute is moot. *Born v. Thompson*, 117 Wn. App. 57, 63, 69 P.3d 343 (2003), *rev'd on other grounds*,

request has been withdrawn because (1) this action is inherently public, since it is a request under the state PRA, (2) a ruling on this issue will give the Sheriff's Office (and any other public agencies in possession of tribal surveillance video) guidance on how to handle this type of request under the PRA, and (3) this was the second request that the Sheriff's Office had received for these same Confidential Videos, and CTGA expects that there will be future, additional requests for its ilani surveillance video.

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154 Wn.2d 749, 117 P.3d 1098 (2005); *Eugster v. City of Spokane*, 115 Wn. App. 740, 751, 63 P.3d 841 (2003). The three "essential" factors when making this inquiry are "(1) whether the issue is of a public or private nature; (2) whether an authoritative determination is desirable to provide future guidance to public officers; and (3) whether the issue is likely to recur." *Hart v. Dep't of Soc. & Health Servs.*, 111 Wn.2d 445, 448, 759 P.2d 1206 (1988). Appellate courts are more likely to review an otherwise moot case when the issue is one of first impression. *See, e.g., In re Detention of J.S.*, 138 Wn. App. 882, 890, 159 P.3d 435 (2007).

Here, as explained above, the issue is of public interest because it involves the scope of documents available for disclosure under the PRA. It will provide guidance to public agencies such as the Sheriff's Office when agencies are presented with the same or similar questions in the future. And it is clear that the issue is likely to recur, since it has already arisen twice in a short time; days after the first public-records request for the Confidential Videos was withdrawn, Mr. Lee (a new requestor) made the PRR at issue in this litigation. Finally, as explained in greater detail below, whether documents prohibited from disclosure by tribal-state compacts are not subject to production under the PRA is an issue that has not been decided by any Washington courts. Accordingly, it is important and valuable that this Court issue its opinion in this review, even though Mr. Lee's specific PRR has been withdrawn.

## V. ARGUMENT

### A. STANDARD OF REVIEW.

Under RCW 42.56.550(3), "[j]udicial review of all agency actions taken or challenged under RCW 42.56.030 through 42.56.520 shall be de novo." This action challenges the Sheriff's Office's decision to produce CTGA's Confidential Videos under RCW 42.56.030. Accordingly, the standard of review is de novo.

Here, the record before the trial court consisted entirely of documentary evidence. Thus, as Washington's Supreme Court has explained:

A trial court reviews an agency's action under the PRA de novo. RCW 42.56.550(3) (providing that "[j]udicial review of all agency actions taken or challenged under RCW 42.56.030 through 42.56.520 shall be de novo"). When the record before the trial court consists entirely of "documentary evidence, affidavits and memoranda of law," this court stands in the same position as the trial court and reviews the trial court's decision de novo. *Morgan v. City of Federal Way*, 166 Wn.2d 747, 753, 213 P.3d 596 (2009); *Limstrom v. Ladenburg*, 136 Wn.2d 595, 612, 963 P.2d 869 (1998).

*Yakima Cty. v. Yakima Herald-Republic*, 170 Wn.2d 775, 791, 246 P.3d 768 (2011).

Washington law is clear; this Court is entitled to "stand in the same position" as the trial court and perform a de novo review of the record in

deciding whether the trial court properly denied CTGA's motion for a preliminary injunction.

**B. THE COMPACT'S TERMS ARE BINDING ON THE STATE.**

As the courts have long stated, Indian tribes are "domestic dependent nations that exercise inherent sovereign authority." *Quinault Indian Nation v. Pearson for Estate of Comenout*, 868 F.3d 1093, 1096 (9th Cir. 2017) (quoting *Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782, 788, 134 S. Ct. 2024, 188 L. Ed. 2d 1071 (2014) (internal quotation marks and citations in *Michigan* omitted)). A compact between an Indian tribe and the state is a contract that is binding on both parties. *See, e.g., Cachil Dehe Band of Wintun Indians of Colusa Indian Cmty. v. California*, 618 F.3d 1066 (9th Cir. 2010); *Confederated Tribes of Siletz Indians of Or. v. State of Or.*, 143 F.3d 481 (9th Cir. 1998).

A compact is superior in force to both prior and subsequent statutory law. *Green v. Biddle*, 21 U.S. 1, 5 L. Ed. 547 (1823). A compact between sovereigns, even outside the Interstate Compact Clause, binds its parties. "Having entered into a contract, a participant state may not unilaterally change its terms. A [c]ompact also takes precedence over

statutory law in member states." *McComb v. Wambaugh*, 934 F.2d 474, 479 (3d Cir. 1991).

That is particularly true with respect to compacts governing Indian gaming. Addressing the question of whether an IGRA compact prohibited a state from disclosing records in response to a request under the state's public records law—the Ninth Circuit made clear that compacts entered into under IGRA are binding contracts and that a compact's terms controlled whether the state could release the documents in question. In *Confederated Tribes*, the Ninth Circuit considered whether Oregon could release documents in response to a public-records request made under Oregon's statute when the IGRA compact between the Confederated Tribes of the Siletz Indians and the state of Oregon arguably prohibited such a disclosure. 143 F.3d at 485. Reviewing the terms of the compact in that case, the Ninth Circuit held that disclosure was not prohibited because that compact did not prohibit public release of the documents at issue. In doing so, however, it made clear that the critical inquiry was what the compact itself said: "In our view, the Compact itself controls. To the extent the Compact specifically permits or prohibits the release of the Report, the parties are bound by it." *Id.* If the compact had prohibited

release of the documents in question, the state would then have been prevented from disclosing them.

The Ninth Circuit's ruling in *Confederated Tribes* is consistent with rulings of other courts that have considered this issue. *See, e.g., In re Herald Co.*, 3 Misc. 3d 885, 891-92, 779 N.Y.S.2d 333 (Sup. Ct. 2004) ("Thus, applying basic contract law to the Compact, to the extent the Compact specifically permits or prohibits the release of the daily inspection reports and patron complaints by the Board from the Commission with regard to the Turning Stone Casino pursuant to Section 4(b) of the Compact entered into between the State of New York and the Oneidas, the parties are bound by it. Where the compact is silent, however, neither IGRA, the Indian Commerce Clause, nor any federal law prevents respondents from releasing the requested records.") (citation omitted); *Shakopee Mdewakanton Sioux (Dakota) Cmty. v. Hatch*, No. CIV011737ADMAJB, 2002 WL 1364113, at \*3 (D. Minn. June 20, 2002) (considering tribe's argument that IGRA compact prevented disclosure of documents at issue and concluding, "No Compact terms forbid application of the [Minnesota public records act] or exempt the audits from the scope of the [Minnesota public records act].") Each of

these courts acknowledged that if the IGRA compact prohibited disclosure of the requested documents, the terms of the compact—a binding contract between the state and the tribe, entered into and approved under federal law—controlled and would prevent the state from requiring production of the documents.

The federal Compact here, because it is with the Tribe, is a compact with a sovereign nation. The terms of the Compact are binding on the Tribe and the State, and cannot be contravened. Under long-established law, the Compact is superior to both prior and subsequent statutory law, including the PRA. A state cannot adopt a statute that causes the terms of the Compact to be violated, and a statute that purposed to do so could not be enforced. If it were allowed to do so, the State would be unilaterally changing the terms of the Compact, which it cannot do. The Compact is a binding contract, entered into and approved under federal law, and both the Tribe and the State must comply with its terms.

Here, the Compact's terms are clear: the Tribe is expressly required to maintain a sophisticated and clandestine surveillance system of the casino. CP 17, ¶ 9. The video surveillance is proprietary and must be kept confidential by the Tribe. CP 17, ¶ 9. And most importantly for this

analysis, under the terms of the Compact **the definition of "surveillance system" in the Compact expressly states that recordings from the surveillance system are not to be "publicly distributed or accessible."** CP 17, ¶ 10; Appendix at APP009 and 024. The Compact expressly prohibits the surveillance system from public distribution. It could not be clearer on the importance of the confidentiality of the system and how it operates. If recordings from the surveillance system are released to the public because of the State PRA, the disclosure would be in breach of the Compact's terms. It is simply not allowed.

**C. THE TERMS OF THE FEDERALLY AUTHORIZED COMPACT DIRECTLY CONFLICT WITH THE PRA.**

In the *Confederated Tribes* case, the Ninth Circuit was presented with the specific question whether IGRA preempted Oregon's public-records law. Because the court found that the case should be disposed of by looking to the terms of the compact, which was a contract binding on the parties, it found that preemption analysis was unnecessary.

*Confederated Tribes*, 143 F.3d at 485. There, the court found that the compact did not directly conflict with IGRA and that generally, it was "unclear" how the public-records law there interfered with or was incompatible with IGRA. *Id.* at 487. Accordingly, because state and

federal law did not conflict, the state public-records law was not preempted.

In reaching this conclusion, however, the Ninth Circuit noted that "[t]he Tribe correctly contends that the Compact, a direct result of federal authority granted through IGRA, serves as the basis for any analysis of federal preemption." *Confederated Tribes*, 143 F.3d at 484-85. And in that case, "[n]othing in the Compact . . . prohibit[ed] Oregon from releasing the [public records at issue]." *Id.* at 485. Here, exactly the opposite is true: the Compact requires that recordings from the surveillance system not be "publicly distributed or accessible." CP 17, ¶ 10. If the Confidential Videos are released, then, it will be in direct contravention of the Compact's terms. Put another way, the operation of the state PRA would violate a provision of the federal Compact. This is a classic example of preemption; the Compact is the basis for a federal preemption analysis and a term of the Compact would be directly violated if the Sheriff's Office released the Confidential Videos to Mr. Lee.

The Compact itself is not the only aspect of federal law that would be violated by release of the Confidential Videos. As explained in detail above, the purpose of the clandestine surveillance system is to protect

ilani, its employees, and its patrons from organized crime and other unsavory influences. CP 16, ¶ 9; CP 18, ¶ 12. IGRA's stated "purpose" is "to provide a statutory basis for the regulation of gaming by an Indian tribe adequate to shield it from organized crime and other corrupting influences . . . and to assure that gaming is conducted fairly and honestly by both the operator and players." 25 U.S.C. § 2702(2). The surveillance system—which will be compromised if the Confidential Videos are released—is one of the primary tools that ilani uses to protect itself, its employees, and its patrons from harmful criminal activity. CP 16, ¶ 9; CP 18, ¶ 12. If the Confidential Videos are released, then, IGRA's purpose will also be contravened.

IGRA expressly preempts the governance of gaming on tribal lands. *Everi Payments, Inc. v. Washington State Dept. of Revenue*, 6 Wn. App. 2d 580, 593 (2018). State laws that interfere with a tribe's ability to regulate its gaming operations are preempted by IGRA. *Id.* Here, if the PRA requires the public disclosure of the Confidential Videos, as discussed above, it would directly put at risk the security and integrity of ilani's gaming operation. As such, it would directly interfere with the Tribe's ability to regulate its gaming operations.

Thus, to the extent that it requires production of the Confidential Videos, the PRA is preempted by IGRA generally and the Compact specifically. Accordingly, CTGA asks this Court to permanently prevent the Sheriff's Office from producing the Confidential Videos to Mr. Lee.

**D. THE PUBLIC RECORDS ACT DOES NOT REQUIRE DISCLOSURE OF THE CONFIDENTIAL VIDEOS.**

Further, the Confidential Videos (even if they are public records) are exempt from disclosure under the PRA. Two different provisions that exempt the Confidential Videos from disclosure apply: the "other statute" exemption, RCW 42.56.070(1), and the "security" exemption, RCW 42.56.

1. The Confidential Videos Are Exempt Under the "Other Statute" Exemption to the PRA.

The PRA expressly exempts from disclosure public records that are exempted or prohibited from disclosure by any "other statute." RCW 42.56.070(1). Here, the Confidential Videos are exempt from public disclosure by "other statute" as stated in RCW 42.56.070(1) because the federal Compact is equivalent to a statute, and the Compact prevents public disclosure of information about ilani's surveillance system.

As explained in Section V(B) above, the Tribe is a sovereign nation with the capacity to enter into a compact that binds both the Tribe

and any other jurisdiction that is a party to the compact. Once entered, the compact has a greater force than a state's statutory law because "[a] [c]ompact also takes precedence over statutory law in member states." *McComb*, 934 F.2d at 479. And notably, "[a]n interstate compact is almost always a statute in each of the jurisdictions which is a party to it and, even in those cases where this may not be strictly true, the instrument has the force of statutory law." Frederick L. Zimmermann & Mitchell Wendell, *The Law and Use of Interstate Compacts* 1 (Council of State Governments, Lexington, Kentucky 1976).

The only Washington court that has considered whether an IGRA compact constitutes a statute for purposes of the PRA's "other statute" exemption is our state Supreme Court in *Confederated Tribes of Chehalis Reservation v. Johnson*, 135 Wn.2d 734, 958 P.2d 260 (1998). In that instance, the court found that the compact in question simply did not prevent disclosure of the requested documents. As a result, the court stated, "Because we hold the compacts do not prohibit disclosure of Gambling Commission records relating to community contributions, we need not consider the Tribes' arguments that (1) the compacts are 'statutes' under the 'other statutes' exemption of RCW 42.17.260(1) . . . ."

135 Wn.2d at 753. There, the court did not have to reach the issue whether the compact constituted an "other statute" because the compact did not prohibit production of the requested documents.

Unlike in *Confederated Tribes*, it cannot be disputed that in this case the Compact expressly prohibits disclosure of the Confidential Videos requested by Mr. Lee. No matter how narrowly the language of the Compact is construed, it explicitly prohibits public disclosure of recordings from the surveillance system. CP 17, ¶ 10.

The Compact, although not legislative in nature, has the "force of statutory law." While the Compact does not mention the PRA, it explicitly states that recordings from the ilani surveillance system are not to be publicly distributed or accessible. CP 17, ¶ 10. "An 'other statute' that exempts disclosure does not need to expressly address the PRA, but it must expressly prohibit or exempt the release of records." *Doe ex rel. Roe v. Wash. State Patrol*, 185 Wn.2d 363, 372, 374 P.3d 63 (2016). It is well-established law that compacts have the same force as, or greater force than, statute.

CTGA asks this Court to rule that the Compact is an "other statute" under RCW 42.56.070(1) that prevents the Sheriff's Office from disclosing the Confidential Videos to Mr. Lee.

2. The Confidential Videos Are Exempt Under the "Security" Exemption to the PRA.

RCW 42.56.420 exempts from production records that, if disclosed, would be substantially likely to threaten public safety. *Does v. King Cty.*, 192 Wn. App. 10, 29, 366 P.3d 936 (2015). Specifically, this "security" exemption exempts from disclosure the following records:

(1) Those portions of records assembled, prepared, or maintained to prevent, mitigate, or respond to criminal terrorist acts, which are acts that significantly disrupt the conduct of government or of the general civilian population . . . and that manifest an extreme indifference to human life, the public disclosure of which would have a substantial likelihood of threatening public safety, consisting of:

(a) Specific and unique vulnerability assessments or specific and unique response or deployment plans, including compiled underlying data collected in preparation of or essential to the assessments, or to the response or deployment plans . . . .

RCW 42.56.420.

For the security exemption to apply, CTGA must show this—that public disclosure of the Confidential Videos would have a substantial

likelihood of threatening public safety. Here, CTGA has made this showing.

Indian casinos, such as ilani, are subject to significant criminal threats. CP 16, ¶ 7. This reality has been explicitly recognized by both federal (IGRA) and state (Washington State Gambling Act) legislation. As discussed above, the stated purposes of the federal and state regulations are to shield tribal casinos from organized crime and other corrupting influences. As part of this, and to deter and combat recognized criminal threats, the Tribe is **required** under the Compact to maintain and operate clandestine surveillance of ilani. CP 16, ¶ 7. Further, the Compact **requires** that recordings from this surveillance system not be "publicly distributed or accessible." CP 17, ¶ 10. Because of this, public disclosure of the Confidential Videos is a breach of the Compact. And as set forth in the declaration of Paul Dasoro (CP 15-22), a regulator of the casino, public disclosure of the Confidential Videos places the casino, its employees, and its patrons at significant risk. CP 18-19, ¶¶ 13-19.

For example, in the wrong hands the Confidential Videos could be used to identify methods to defraud the casino, steal casino assets, or engage in other criminal activity. CP 18, ¶ 13. Public disclosure of the

Confidential Videos could allow criminals to determine how casino staff operate, determine how casino staff and law enforcement coordinate with each other, determine response times to emergency situations, calculate staffing members, identify locations where security staff are likely to be posted, identify potential blind spots vulnerabilities and weaknesses in coverage, reveal the quality and clarity of video cameras, and determine how cameras move and track activity on the casino floor. CP 18, ¶ 14.

Allowing a criminal to determine how ilani's surveillance system moves and tracks, how casino staff operate, how casino staff and law enforcement coordinate with each other, and response times to emergency situations is a significant security risk for ilani. CP 19, ¶ 17. A significant threat to casinos, and to their patrons and employees, is persons' creating a disturbance in one part of the casino while accomplices engage in criminal activity in another part. CP 19, ¶ 17. Thus, in order to maintain proper security of the casino and not enable criminals to avoid detection, it is critical that video angles and tracking, how security is deployed, and how security responds remain confidential. CP 19, ¶ 17.

Although the *Does v. King County* court held that surveillance video in that case was not exempt under the PRA's security exemption, the

facts in that case were very different from the facts here. 192 Wn. App. at 10. In *King County*, the video surveillance was from a university campus. The university argued that the videos were exempt from production under the security exemption to the PRA because disclosure of the videos could enable individuals in the future to successfully evade its surveillance security system. The court of appeals determined that under those facts, the potential harm was "speculative." Here, unlike the *King County* case, the threat to ilani is not "speculative." The significant criminal threat to ilani is expressly recognized by both federal and state statute, which is why it has its clandestine surveillance system: in order to deter and combat that criminal threat, the Compact requires that the Tribe maintain and operate a sophisticated clandestine surveillance system that is not "publicly distributed or accessible." CP 17, ¶ 10.

Public release of the Confidential Videos would place, among others, casino patrons and employees at risk. Thus, the security exemption applies to the Confidential Videos here and shields them from production under the PRA.

3. CTGA Is Entitled to Injunctive Relief.

When a party besides an agency, as CTGA is in this case, seeks to prevent disclosure of a public record, that party must show "(1) that the record in question specifically pertains to that party, (2) that an exemption applies, and (3) that the disclosure would not be in the public interest and would substantially and irreparably harm that party or a vital government function." *Ameriquest Mortg. Co. v. Office of Attorney General of Wash.*, 177 Wn.2d 467, 487, 300 P.3d 799 (2013).

Here, as to the first prong, there can be no question that the Confidential Videos pertains to CTGA; they are copies of surveillance footage taken at ilani. As to the second prong, for the reasons outlined above, at least two exemptions apply to the Confidential Videos and exclude them from production under the PRA (the "other statutes" exemption and the "security" exemption).

Finally, as to the third prong, the disclosure would not be in the public interest because both Congress and Washington's legislature have stated that security at the casino is of critical importance to the public. Therefore, compromising that security cannot be in the public's interest. And release of the Confidential Videos would be a significant and

substantial irreparable harm to CTGA and the Tribe. For the reasons discussed in much greater depth above, disclosure of the Confidential Videos would put the safety and security of ilani, its patrons, and its employees at risk. Accordingly, CTGA is entitled to injunctive relief.

## VI. CONCLUSION

The Confidential Videos should not be publicly released: the Compact forbids it, federal law will be contravened if they are released, and members of the public will be put at a substantially higher risk of harm from criminal activity. Accordingly, CTGA asks this Court to overturn the trial court's denial of its preliminary injunction and issue a permanent injunction preventing the Sheriff's Office from disclosing the Confidential Videos in response to Mr. Lee's PRR (or any other public-records request).

Dated this 1<sup>st</sup> day of April, 2019.

MILLER NASH GRAHAM & DUNN LLP

*s/ Joseph Vance*  
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I, Joseph Vance, certify under penalty of perjury under the laws of the State of Washington that on April 1, 2019, I caused service of the foregoing Appellant's Opening Brief on the following counsel of record as follows:

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4844-9019-4315.2

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**TRIBAL – STATE COMPACT  
FOR CLASS III GAMING**

*Between the*

**Cowlitz Indian Tribe**

*and the*

**State of Washington**

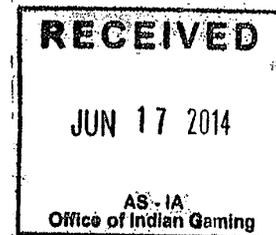


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## INTRODUCTION

This CLASS III TRIBAL-STATE GAMING COMPACT is entered into pursuant to the Indian Gaming Regulatory Act of 1988, P.L. 100-497, codified at 25 U.S.C. §§2701-2721 and 18 U.S.C. §§1166-1168 (hereafter IGRA or Act).

## PARTIES

This Tribal-State Compact is made and entered into by and between the Cowlitz Indian Tribe (hereafter Tribe), a federally recognized Indian tribe, possessed of all sovereign powers and rights thereto pertaining; and the State of Washington (hereafter State), a sovereign state of the United States, with all rights and powers thereto pertaining.

## DECLARATION OF POLICY AND PURPOSE

The Tribe and the State recognize and respect the laws and authority of the respective parties.

The Congress of the United States has enacted into law the Act, Pub. L. 100-497, 25 U.S.C. §2701-2721 and 18 U.S.C. §1166-1168, which provide in part that a Tribal-State Compact may be negotiated between a tribe and a state to govern the conduct of certain Class III gaming activities on Tribal Lands within the state if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not, as a matter of criminal law and public policy, prohibit such gaming activity.

The Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide for mutual governmental purposes and to provide a regulatory framework for the operation of certain Class III gaming, which is intended to: (a) ensure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to such gaming activities; (c) prevent unsavory and unsuitable persons from having any direct or indirect involvement with gaming activities at any time or in any capacity; (d) establish and maintain responsible accounting practices and procedures; (e) maintain effective control over the financial practices related to gaming activities, including establishing the minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues and reliable recordkeeping; (f) prevent cheating and fraudulent practices; and (g) protect the health, welfare and safety of the citizens of the Tribe and of the State.

The Act provides that an Indian tribe may conduct Class III gaming on Tribal Lands.

The Tribe and the State of Washington have mutually agreed that the conduct of Class III gaming under the terms and conditions set forth below will benefit the Tribe and protect the citizens of the Tribe and of the State consistent with the objectives of the Act.

The parties hereto deem it to be in their respective best interests to enter into this Compact.

A principal goal of federal Indian policy is to promote tribal economic development, tribal self-determination and a strong government to government relationship.

The State recognizes the Tribe's sovereign rights to control gaming activities on Tribal Lands as provided by the Act and this Compact.

It is the policy of the Tribe to exercise and retain its rights to regulate gaming activities upon its lands and reservation for the purposes of encouraging Tribal employment, economic and social development, and funding of Tribal services while ensuring the fair and lawful operation of gaming and the prevention of corrupt and criminal influences. Per 25 U.S.C. §2710(b)(2)(B) the Tribe will utilize net revenues generated by gaming to fund tribal government operations or programs, to provide for the general welfare of the Tribe and its members, to promote tribal economic development, to donate to charitable organizations, or to help fund operations of local government agencies.

This Compact shall govern the licensing, regulation and operation of Class III gaming conducted by the Tribe on Tribal Lands located within the State.

The State and the Tribe are empowered to enter into this Compact due to their inherent power to contract and pursuant to IGRA and state law.

In consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State enter into the following Compact.

## I. TITLE

This document will be cited as "The State of Washington Cowlitz Tribe Gaming Compact."

## II. DEFINITIONS

For purposes of this Compact:

- (a) "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §2701 et seq.
- (b) "Accounting Department" is that established in the Tribal Gaming Operation's system of organization in accordance with this Compact.
- (c) "Applicant" means any individual who has applied for a Tribal license or State Certification, whether or not such license, Certification, or determination is ultimately granted.
- (d) "Certification" or "State Certification" means the process utilized by the State Gaming Agency to ensure that persons or entities required to be certified are qualified to hold such Certification in accordance with this Compact.
- (e) "Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashier's check, a check drawn on the Tribal Gaming Operation payable to the patron or to the Tribal Gaming Operation, or a voucher recording cash drawn against a credit card or charge card.
- (f) "Class III Gaming" means all forms of gaming as defined in 25 U.S.C. §2703(8) and authorized under Section IV of this Compact
- (g) "Compact" means the State of Washington - Cowlitz Indian Tribe Gaming Compact and Appendices, as amended.
- (h) "Drop Box" means the container attached to a gaming station, player terminal or kiosk for deposit of cash and certain documents received as provided by this Compact.
- (i) "Gambling Device" means any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance and any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof.

- (dd) "Surveillance System" means a recording system with a collection of surveillance cameras in which live signals are viewed and/or recorded within the system and are not publicly distributed or accessible.
- (ee) "Tribal Gaming Agency" means the Cowlitz Tribal Gaming Commission or such other agency of the Tribe as the Tribe may from time to time designate by written notice to the State as the single Tribal agency primarily responsible for regulatory oversight of Class III Gaming as authorized by this Compact. No employee of the Gaming Operation may be a member or employee of the Tribal Gaming Commission.
- (ff) "Tribal Lands" means Indian lands as defined by 25 U.S.C. §2703(4)(A) and (B), which qualify for gaming under the provisions of 25 U.S.C. §2719, which lands are subject to the jurisdiction of the Tribe.
- (gg) "Tribal Law Enforcement" means any police force established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Tribal Lands.
- (hh) "Tribe" means the Cowlitz Tribe, its authorized officials, agents and representatives.
- (ii) "WAC" means the Washington Administrative Code, as amended.

### **III. NATURE AND SCOPE OF CLASS III GAMING**

#### **A. Nature of the Cowlitz Gaming Operation**

- (1) The Tribe possesses Tribal Lands approved by the Department of the Interior for trust acquisition and designation as Initial Reservation of the Cowlitz Tribe pursuant to 25 U.S.C. § 2719(b)(1)(B)(ii). The Tribe desires to conduct gaming on this land as authorized by this Compact. However, a challenge to the Secretary of the Interior's (Secretary) decision to acquire the land in trust and to issue a Reservation Proclamation is currently in litigation. The provisions of this Compact regarding the establishment, operation and regulation of a Gaming Operation and Gaming Facilities shall not apply unless or until a final disposition affirms the Secretary's decisions.
- (2) The Tribe and State agree that the Tribe may lease or transfer any or all of its Allocated Player Terminal rights to another Indian tribe pursuant to Appendix X2 or as subsequently amended in this Compact.

#### **B. Location of the Cowlitz Gaming Facilities**

The Tribe may establish up to two Gaming Facilities, to be located on its Tribal Lands, for the operation of any Class III Gaming authorized pursuant to this Compact.

L. Temporary Certification of Gaming Employees

Within thirty (30) days of the State Gaming Agency's receipt of the completed application, the State Gaming Agency shall upon request of the Tribal Gaming Agency, issue a temporary Certification to the applicant unless the background investigation undertaken by the State Gaming Agency discloses that the applicant has a criminal history, or unless other grounds sufficient to disqualify the applicant pursuant to this Section are apparent or have been discovered during that period. The temporary Certification shall become void and be of no effect upon either the issuance of a State Certification or upon the issuance of intent to deny, in accordance with the provisions of this Compact.

M. Summary Suspension of Tribal License

The Tribal Gaming Agency, pursuant to the laws of the Tribe, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.

N. 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.

O. Submission to State Administrative Process

Applicants for State Certification agree by submitting such application to submit to State jurisdiction to the extent necessary to determine qualification to hold such Certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-17, and the State Administrative Procedure Act, RCW 34.05.

## VII. TRIBAL ENFORCEMENT OF COMPACT REQUIREMENTS

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 Gaming 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.

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 shall be that of the Tribal Gaming Agency. As part of its structure, the Tribal Gaming Agency shall perform the following functions or ensure that they are being performed by the Tribe or its designee, as related to the regulation and integrity of gaming:

- (1) Ensure the physical safeguarding of Gaming assets transported to and from Gaming Facilities and cashier's cage department;
- (2) Protect the patrons and each facilities' property from illegal activity;
- (3) Temporarily detain, to the extent of its authority, persons who may be involved in illegal acts for the purpose of notifying the law enforcement authorities; and
- (4) Record in a permanent and detailed manner any and all unusual occurrences within each Gaming Facility. If the information is recorded in a computerized system, the system will adequately preserve and protect the integrity and security of the information required. Each occurrence shall be assigned a sequential number. At a minimum, the following information shall be recorded in a permanent record:
  - (i) the assigned number;
  - (ii) the date;
  - (iii) the time;
  - (iv) the nature of the incident;
  - (v) the person involved in the incident; and
  - (vi) the security department or Tribal Gaming Employee assigned.

C. Tribal Gaming Agents

- (1) Tribal Gaming Agents shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Agency.
- (2) A Tribal Gaming Agent shall be present in the Gaming Facilities during all hours of the 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.

D. Investigation

- (1) The Tribal Gaming Agency shall investigate any reported, observed or suspected violation of the Compact provisions or Gaming Code and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary.
- (2) 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 for its costs.

E. Reporting of Violations

- (1) Any violation(s) of the provisions of this Compact, or of the Gaming Code by the Gaming Operation, a Gaming Employee, Gaming service supplier or any person on the premises whether or not associated with the Gaming Operation shall be reported immediately to the Tribal Gaming Agency. The Tribal Gaming Agency shall notify the State Gaming Agency within seventy-two (72) hours of the time the violation(s) was noted.
- (2) The Tribal Gaming Agency shall make copies of all completed incident and investigation reports and final dispositions available to the State Gaming Agency on a continuing basis.

F. Tribal Problem-Gambling Program

The Tribe recognizes that gambling activities can lead to compulsive behavior that is as severe and has the same negative consequences as other behavioral addictions. The Tribe will work with the State Gaming Agency, who currently maintains an affiliation with a nationally recognized problem gambling organization, to establish an education and awareness program for the Tribal Lands and surrounding communities. The program may be independent or developed as an adjunct to the program with which the State currently works.

**VIII. COOPERATIVE ENFORCEMENT OF COMPACT PROVISIONS**

A. Monitoring of Gaming Operation

- (1) The State Gaming Agency 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. When reasonable the State Gaming Agency will coordinate inspections or investigations with the Tribal Gaming Agency prior to onsite monitoring of the Tribal Gaming Operation.

- (2) Agents of the State Gaming Agency and, as applicable, the Horse Racing Commission, shall have access equivalent to that exercised by the Tribal Gaming Agency to all areas of the Gaming Facility during all normal operating hours with or without giving prior notice to the Tribal Gaming Operation. Following the investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State Gaming Agency shall provide the Tribal Gaming Agency with a report of the investigation, including information about evidence gathered in connection with the investigation. In no event shall the Tribe have access to identifying information regarding confidential informants.
- (3) State agents shall provide proper identification at the time of inspection to the appropriate Tribal representatives; provided the State Gaming Agency Director may assign agents to work in an undercover capacity to assist in monitoring the provisions of this Compact. The Tribal Gaming Agency and the State Gaming Agency shall establish protocol that allows the Tribal Gaming Agency to confirm that the State agent is duly authorized by the State to monitor the Tribal Gaming Operation.

B. Access to Records

- (1) Agents of the State Gaming Agency may review and copy, during all operating hours, all applicable Class III Gaming records maintained by the Tribal Gaming Operation or necessary to verify compliance with provisions of this Compact. However, the State Gaming Agency is mindful of the Tribe's desire for privacy, and agrees to examine all records at the Gaming Facilities, to the extent practical. The State Gaming Agency further agrees that its agents will only retain copies of records necessary for investigative purposes. Any information shall be deemed strictly confidential and proprietary information of the Tribe and shall not be disclosed except as required under law or the terms of this Compact.
- (2) The State Gaming Agency or, as applicable, the Washington Horse Racing Commission, shall notify the Tribe, by certified mail, or by other mutually agreed upon means, of requests for disclosure of the Tribe's information and shall not disclose any such information until the Tribe, the State, or both have had a reasonable opportunity to challenge the request.

C. Investigations

The State Gaming Agency will notify the Tribal Gaming Agency of any alleged violations of the provisions of this Compact and may request the Tribal Gaming Commission take appropriate enforcement and/or corrective action. Failure of the Tribal Gaming Commission to take the action recommended by the State Gaming Agency will constitute a dispute or disagreement between the parties subject to the dispute resolution provisions contained in Section XII of this Compact.

D. Tribal Gaming Agency Access to State Gaming Agency Records

At the completion of any inspection or investigation, copies of the investigative report will be forwarded to the Tribal Gaming Agency along with copies of evidence and information pertinent to the inspection. The Tribal Gaming Agency may inspect and copy records maintained by the State Gaming Agency concerning Class III gaming by the Tribe.

E. Cooperation With Tribal Gaming Agency

- (1) In order to foster a positive and effective relationship in carrying out and enforcing the provisions of this Compact, representatives of the Tribe (including the Tribal Gaming Agency) and the State Gaming Agency shall meet at least annually to discuss these matters. The meetings shall take place at a location mutually agreed upon by the Tribal Gaming Agency and the State Gaming Agency. At least ten (10) days prior to such meetings, the State Gaming Agency and the Tribal Gaming Agency shall disclose to each other any and all suspected activities or pending matters reasonably believed to constitute violations of this Compact by any person or enterprise. Should the Tribe begin operating satellite (Off-Track) wagering on horse races, the Washington Horse Racing Commission shall participate in the agency meetings.
- (2) 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 a Gaming Facility or not, which adversely affects State, Tribal or public interests relating to the Gaming Facilities and Gaming Operation. Provided, such disclosure shall not compromise the interest sought to be protected.

**IX. STANDARDS OF OPERATION AND MANAGEMENT**

A. Adoption of Standards of Operation and Management

The Tribal Gaming Agency shall adopt regulations to govern the operation and management of the Gaming Operation conducted under the authority of this Compact. Any regulations adopted by the Tribe shall ensure that the interests of the Tribe and the State relating to Class III Gaming are preserved and protected. The regulations shall maintain the integrity of the Gaming Operation and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation. The initial regulations to govern the operation and management of the Tribal Gaming Operation shall be the standards set forth in Appendix A.

- (1) The Tribal Gaming Operation shall submit to the Tribal Gaming Agency for approval a description of its system of internal controls, and any changes to those controls, before implementation of the controls. Each such submission shall contain a narrative representation of the internal control system to include copies of the forms to be used.
- (2) The Tribal Gaming Agency shall forward to the State Gaming Agency a copy of any approved system of Internal Controls, and any changes to those controls for review and concurrence.
  - a) Each such proposal shall contain a narrative representation of the Internal Control system, including copies of the forms to be used.
  - b) The Tribal Gaming Agency shall detail how such changes in the provisions adequately preserve and protect the integrity and security of the standard it is replacing.
  - c) The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after sixty (60) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. The State Gaming Agency shall detail the reasons for disapproval.
  - d) The Tribal Gaming Agency shall ensure a proposal is not implemented until the State Gaming Agency has concurred or sixty (60) days has lapsed and the Tribe did not receive a written disapproval within that time.
- (3) The State Gaming Agency and Tribe may agree on alternative control provisions to those set forth in Appendix A, provided such provisions adequately preserve and protect the integrity and security of the manual control it is replacing and provide enforcement standards for the alternative provision.
- (4) The Tribe may choose to automate any processes, reports, or data collection provided in the minimum operating standards with advance notice to the State Gaming Agency. PROVIDED, that the Tribal Gaming Agency must certify how the automation maintains the integrity of the Gaming Operation, reduces the dangers of unfair or illegal practices in the conduct of the Gaming Operation, adequately preserves and protects the integrity of the original process, reports, or data collection and complies with the Compact. This section cannot be used to modify other sections of the Compact.

B. Additional Standards Applicable

The following additional requirements shall apply to the Gaming Operation conducted by the Tribe:

- (1) The Gaming Operation shall maintain the following departments, at a minimum, in accordance with the regulations set forth in the Appendix A:
  - (a) Gaming Facility including all Class III Gaming activities;
  - (b) Cashier's Cage;
  - (c) Accounting;
  - (d) Security; and
  - (e) Surveillance.
- (2) At the close of the fiscal year, the Gaming Operation shall, at its own expense, have its annual financial statements audited in accordance with generally accepted auditing standards by an Independent Accountant.
  - (a) The annual financial statements shall be prepared on a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.
  - (b) The Gaming Operation shall require its Independent Accountant to render the following reports:
    - (i) Audited financial statements, together with an opinion thereon;
    - (ii) A report on material weakness in accounting and internal controls. Whenever, in the opinion of the Independent Accountant, there exists no material weaknesses in accounting and Internal Controls, the report shall say so; and
    - (iii) A report expressing the opinion of the Independent Accountant that, based on his or her examination of the financial statements, the Tribal Gaming Operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and Internal Controls on file with the Tribal Gaming Agency. Whenever, in the opinion of the Independent Accountant, the Gaming Operation has deviated from the system of accounting and Internal Controls filed with the Tribal Gaming Agency, or the accounts, records, and control procedures examined are not maintained by the

Gaming Operation in accordance with the Compact and these standards, the report shall enumerate such deviations regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and Internal Controls.

- (c) One copy of each of the reports required by paragraph (b) and copies of any other reports on accounting and Internal Controls, administrative controls, or other matters relating to the Gaming Operation's accounting or operating procedures rendered by the Gaming Operation's Independent Accountant, shall be filed with the Tribal Gaming Agency within 120 days following the end of each fiscal year or within thirty (30) days of receipt whichever is earlier. Notification will be sent to the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year when these statements are available for review. Provided, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

(3) Rules of the Games

The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any change in such rules. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the gaming facilities. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station. Rules for games identified in Section IV(A)-(B) shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. In the event the State Gaming Agency has concerns in regard to the rules of any game, it shall submit such concerns to the Tribal Gaming Agency for its review and comment. The Tribe will provide the State Gaming Agency with ten (10) days advance notice of the rules of each game and any modification thereof, and will provide adequate notice to patrons of the Gaming Facilities to advise them of the applicable rules in effect.

(4) Minimum Supervisory Requirements

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 Gaming Station Pit operated in its Gaming Facilities, 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.

(5) Required Logs

To ensure integrity, the Gaming Operation shall maintain the following logs as written, or computerized records which shall be available for inspection by the Tribal Gaming Agency and the State Gaming Agency in accordance with Section VIII.B of this Compact:

- (a) A surveillance log recording all surveillance activities in the monitoring room of the Gaming Facilities. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:
  - (i) Date and time of surveillance;
  - (ii) Person initiating surveillance;
  - (iii) Reason for surveillance;
  - (iv) Time of termination of surveillance;
  - (v) Summary of the results of the surveillance; and
  - (vi) A record of any equipment or camera malfunctions.
- (b) A security log recording all unusual occurrences that require an evaluation, investigation, or other decision-making process by a Tribal Gaming Agent.

(6) Floor Plans

The Gaming Operation shall provide the Tribal Gaming Agency with copies of its floor plan and Surveillance System and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan or Surveillance System does not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or Surveillance System in order to remedy such deficiency. The Tribal Gaming Agency shall make available to the State Gaming Agency the floor plan and Surveillance System for review and consideration.

(7) Surveillance Systems

The Tribal Gaming Operation shall install a surveillance system with specifications no less stringent than those set forth in Appendix A.

(8) Barred List

The Tribal Gaming Agency shall establish a list of persons barred from the Gaming Facilities 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 reasonable efforts to exclude persons on such list from entry into its Gaming Facilities. The Tribal Gaming Agency shall make a copy of its list available to the State Gaming Agency on a continuing basis. Copies of reports will be forwarded to the State Gaming Agency as requested.

(9) Satellite Wagering Activities

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.

C. Records Retention

- (1) All information required in Section IX will be documented in a permanent form.
- (2) Unless otherwise specified in these standards or exempted by the Tribal Gaming Agency, all forms, records, documents, and required stored data shall:
  - (a) Be located on Tribal Lands or such other location as approved by the Tribal Gaming Agency; and;
  - (b) Be retained for at least two (2) years in a manner and location that assures reasonable access by the Tribal and State Gaming Agencies.

## X. JURISDICTION

A. Criminal Matters

(1) Investigative Authority

The Tribal Gaming Agency, Tribal Law Enforcement, the Clark County Sheriff, the Washington State Patrol, Local Law Enforcement Agencies, and the State Gaming Agency will have the authority to investigate and make arrests if necessary for all gambling and related crimes against the laws of the Tribe and applicable laws of the State that occur within the Gaming Facilities or within Tribal Lands.

(2) Jurisdictional Forums

Following investigation and arrest, formal charges will be brought in the appropriate venue. Criminal prosecution of non-Indians will be through the proper State or Federal Courts. Criminal prosecution of Indians will be through the proper Tribal Court, or State or Federal Courts.

B. Civil Matters

(1) Concurrent Jurisdiction

The Tribal Gaming Agency and the State Gaming Agency will have concurrent jurisdiction to investigate violations of the provisions of this Compact and to bring administrative charges in the appropriate forum, in accordance with Tribal Laws or the provisions of Chapter 9.46 RCW and Chapter 230-17 WAC, made applicable by this Compact, against any individual or entity that is licensed by the Tribal Gaming Agency, or Certified by the State Gaming Agency in accordance with the provisions of this Compact.

(2) Tribal Jurisdiction

Civil disputes arising from the conduct of Gaming under the Gaming Code may be heard in the Northwest Intertribal Court or appropriate administrative forum as established by the Gaming Code.

C. Sanctions and Civil Fines

(1) Assessment of Fines

The Tribal Gaming Agency and State Gaming Agency may impose fines and other sanctions against the Gaming Operation, a Gaming Employee, or any other person directly or indirectly involved in, or benefiting from, the Gaming Operation for violations of the Compact provisions or Gaming Code. The Tribal Gaming Agency and the State Gaming Agency shall enter into a Memorandum of Understanding, which may be amended from time to time, to define the schedule of fines and sanctions.

(2) Payment of Fines

Any penalties collected shall be distributed to a non-tribal, bona fide nonprofit or charitable organization in the State of Washington selected by the Tribe. Any civil fines assessed pursuant to the provisions of this Compact shall be paid within thirty (30) days of assessment.

**XVI. NOTICES**

All notices required or authorized to be served will be in writing and will be sent by first class or priority mail or be delivered by other expedited service to the following addresses:

Tribal Chairman  
Cowlitz Indian Tribe  
1055 9th, Suite B  
Box 2547  
Longview, WA 98632

Governor  
State of Washington  
State Capitol  
Olympia, Washington 98504

With a copy to:  
Tribal Attorney  
1055 9th, Suite B  
Box 2547  
Longview, WA 98632

With a copy to:  
Director  
Washington State Gambling  
Commission  
P. O. Box 42400  
Olympia, Washington 98504-2400

**XVII. SEVERABILITY**

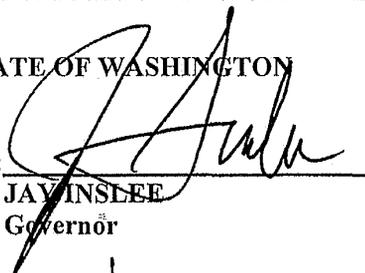
In the event that any section or provision of this compact is held invalid, or its application to any particular activity held invalid, it is the intent of the parties that the remaining sections of the Compact, and the remaining applications of such section or provision will continue in full force and effect.

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

THE COWLITZ INDIAN TRIBE

STATE OF WASHINGTON

BY:   
WILLIAM B. IYALL  
Chairman, Cowlitz Indian Tribe

BY:   
JAY INSLEE  
Governor

DATED: June 16, 2014

DATED: June 16, 2014

**COWLITZ INDIAN TRIBE - STATE OF WASHINGTON**

**CLASS III GAMING COMPACT**

**APPENDIX A**

**STANDARDS OF OPERATION AND MANAGEMENT  
FOR CLASS III ACTIVITIES**

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**COWLITZ INDIAN TRIBE-STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX A  
STANDARDS OF OPERATION AND MANAGEMENT  
FOR CLASS III ACTIVITIES**

1. DEFINITIONS

In these standards, unless the context indicates otherwise:

- a. "Accounting Department" is that established in the Tribal Gaming Operation's system of organization in accordance with these standards;
- b. "Cage Cashiers" are the cashiers performing any of the functions in the Cage as set forth in these standards;
- c. "Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashiers check, a check drawn on the Tribal Gaming Operation payable to the patron or to the Tribal Gaming Operation, or a voucher recording cash drawn against a credit card or charge card;
- d. "Chief Operating Officer" means the position responsible for performing the functions of the senior executive of the Tribal Gaming Operation exercising the overall management or authority over all the operations of the Tribal Gaming Operation and the carrying out by employees of the Tribal Gaming Operation of their duties;
- e. "Closer" means the table inventory slip upon which each table inventory is recorded at the end of each shift;
- f. "Credit Slip" (known as a "Credit") is the document reflecting the removal of gaming chips and coins from a gaming station in accordance with these standards;
- g. "Dealer" means a gaming employee who operates a game station, individually or as a part of a crew, as authorized under approved internal controls and/or game rules.
- h. "Drop" means the sum of the total amounts of currency, coin, gaming chips, and vouchers removed from a Drop Box;
- i. "Drop Box" means the container attached to a gaming station, player terminal or kiosk for deposit of cash and certain documents received as provided by these standards;

- u. "Pit" means the area enclosed or encircled by an arrangement of gaming stations in which Gaming Facility personnel administer and supervise the games played at the tables by the patrons located on the outside perimeter of the area;
- v. "Pit Boss" means the position responsible for performing the functions of the supervisor responsible for the overall supervision of the operation and conduct of gaming at the gaming stations within a single Pit and shall oversee any intermediate supervisors assigned by the Tribal Gaming Operation to assist in supervision of table games in the Pit.
- w. "Request for Credit" is the document reflecting the authorization for preparation of a Credit with respect to removal of gaming chips and coins from a gaming station in accordance with these standards;
- x. "Request for Fill" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;
- y. "Security Department Member" means any person who is a member of the Security Department as provided in the organization of the Tribal Gaming Operation in accordance with these standards;
- z. "State Gaming Agency" means the state agency responsible for review of the Tribal Gaming Operation in accordance with the provisions of the Compact;
- aa. "Surveillance System" means a recording system with a collection of surveillance cameras in which live signals are viewed and/or recorded within the system and are not publicly distributed or accessible.
- bb. "Table Game Win or Loss" is determined by adding the amount of cash or coin, the amount recorded on the Closer, removed from a Drop Box, plus Credits, and subtracting the amount recorded on the Opener and the total of the amounts recorded on fills removed from a Drop Box;
- cc. "Tribal Gaming Agency" means the Cowlitz Tribal Gaming Commission or such other agency of the Tribe as the Tribe may from time to time designate by written notice to the State as the single Tribal agency primarily responsible for regulatory oversight of Class III Gaming as authorized by this Compact. No employee of the Gaming Operation may be a member or employee of the Tribal Gaming Commission.
- dd. "Gaming Operation" or "Tribal Gaming Operation" means the enterprise or enterprises operated by the Tribe on Tribal Lands for the conduct of any form of Class III Gaming in any Gaming Facility.

- iv. The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (2) The Tribal Gaming Operation's system of internal control shall provide for:
  - a) Competent personnel with an understanding of prescribed procedures; and
  - b) The segregation of Incompatible Functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties.
- (3) The Tribal Gaming Operation shall, at a minimum, establish the following departments:
  - a) A security department supervised by the head of the security department who shall co-operate with, yet perform independently of, all other departments and shall report directly to the Chief Operating Officer of the Tribal Gaming Operation regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the following:
    - i. The physical safety of all patrons and employees, as well as their property, as authorized by the Tribe; and
    - ii. The physical safety of the facility and assets of the Tribe, to include Keys, as authorized by the Tribe; and
    - iii. The transfer of assets to and from the cashier cage(s) and the gaming stations, as authorized by the Tribal Gaming Agency; and
    - iv. The physical control of gaming equipment inventories. Such inventories shall specifically include cards, dice, shoes, and other gaming devices and equipment deemed appropriate. The security department shall control the receipt, storage, issuance, collection, disposition and/or destruction of same, as authorized by the Tribal Gaming Agency.
  - b) A surveillance department supervised by the head of the surveillance department who shall cooperate with, yet perform independently of all other departments and shall report directly to the Chief Operating Officer regarding matters of policy, purpose, and responsibilities. The head of surveillance shall be responsible for, but not limited to, the following:

- i. The clandestine surveillance of the operation and conduct of the gaming activities;
  - ii. The clandestine surveillance of the operation of the cashier's cage;
  - iii. The video and audio recording of activities in the count rooms;
  - iv. The detection of cheating, theft, embezzlement, and other illegal activities in the Gaming Facility, count rooms, and cashier's cage;
  - v. The video recording of illegal and unusual activities monitored; and
  - vi. The notification of appropriate Gaming Facility supervisors, and the Tribal Gaming Agency upon the detection and recording of cheating, theft, embezzlement, or other illegal activities.
  - vii. No present or former surveillance department employee shall be employed in any other capacity in the Tribal Gaming Operation unless the Tribal Gaming Agency, upon petition approves such employment in a particular capacity upon a finding that: (i) one year has passed since the former surveillance department employee worked in the surveillance department; and (ii) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee in the capacity proposed; and (iii) errors, irregularities, or illegal acts cannot be perpetrated and concealed by the former surveillance department employee's knowledge of the surveillance system in the capacity in which the former surveillance department employee will be employed.
- c) A Gaming Facility department supervised by a Gaming Facility manager who shall perform independently of all other departments and shall report directly to the Chief Operating Officer. The Gaming Facility manager shall be responsible for the operation and conduct of all Class III Gaming activities conducted in the Gaming Facility.
- d) A Gaming Facility Accounting Department supervisor who shall report directly to the Chief Operating Officer. The supervisor responsibilities shall include, but not be limited to, the following:
- i. accounting controls;
  - ii. the preparation and control of records and data required by these standards;

21. SURVEILLANCE SYSTEM

- (1) The Tribal Gaming Operation shall install a Surveillance System according to the following specifications.
- (2) The Surveillance System shall include, but need not be limited to the following:
  - (a) Light sensitive cameras with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points, the following:
    - (i) The Gaming activities conducted in the Gaming Facility;
    - (ii) The operations conducted at and in the cashier's cage and keno cage;
    - (iii) The entire count process and any other activities conducted in the count room and the storage cabinets or trolleys used to store Drop Boxes;
    - (iv) The movement of cash, gaming chips, and Drop Boxes in the establishment; and
    - (v) The entrances and exits to the Gaming Facility and the count rooms.
    - (vi) Such other areas as the Tribal Gaming Agency designates.
  - (b) Recordings will have sufficient clarity that shows fluid motion and maintains investigative quality and will be recorded at not less than 25 frames per second in all gaming and sensitive areas of the Gaming Facility;
  - (c) Video recording units with time and date insertion capabilities for recording what is being viewed by any camera of the system;
  - (d) Audio capability of the entire count process and any other activities in the count room;
  - (e) The system must be equipped with an alarm that notifies the operator in the event of an equipment malfunction.
  - (f) Cameras can be on motion detection setting, recording only when motion is detected which occurs anytime there is a pixel change viewed by the

camera. The pictures are still observable to the operator but it does not provide a continuous recording when no motion is detected.

- (g) The system is password protected with only system administrator user rights having the password to disable the erase and reformat functions. This is to prevent access to system files by unauthorized personnel.
- (h) One or more monitoring rooms in the establishment which shall be in use at all times by the employees of the surveillance department assigned to monitor the activities in the Gaming Facility and which may be used as necessary by the Inspectors of the Tribal Gaming Agency and agents of the State Gaming Agency.

- (3) Adequate lighting shall be present in all areas, including Gaming Stations and Pits, where Surveillance System coverage is required.
- (4) Video or audio recordings shall be retained for at least seven (7) days and at least thirty (30) days in the case of recordings of evidentiary value, or for such longer period as the Tribal Gaming Agency or the State Gaming Agency may require.
- (5) Entrances to the Surveillance System monitoring rooms shall not be visible from the Gaming Facility area.
- (6) Digital surveillance suppliers may have periodic remote access to perform routine upgrades and maintenance under the following conditions:
  - (a) The Tribal Gaming Agency must approve the remote access prior to it occurring;
  - (b) A log must be kept of the remote access to include who was accessing, how long they were remotely connected and the address of the remote connection.
  - (c) All supplier representatives remotely accessing the Surveillance System must be licensed by the Tribe and Certified by the State Gaming Agency.
  - (d) At no time will the supplier representatives have access to manipulate or change live or recorded camera coverage.

9.7.1 Each employee accessing the Tribal Lottery System software except for Player Terminals and unattended Kiosks by means of a password, keycard, or PIN number, including vendor representatives, must have a user name or user number unique to that individual, and the Tribal Lottery System must log the date and time of access. These access logs must be readily available for audit by TGA and SGA.

9.8 MEAL Cards. For all entries into the locked areas of the Manufacturing Computer, Central Computer, unattended Kiosks, or any Player Terminal, a written record must be made on a machine entry authorization log (MEAL) indicating at least the following: the time, date, and purpose of entering said locked area(s), and the name and employee number (or other personal identification specific to such person) of the person doing so.

9.9 Access Control. In addition to maintenance of MEAL cards, the Manufacturing and Central Computers shall record and generate a report on any access including date, time of access, person (by employee number) accessing the computer, and the reason for access.

9.10 Cameras. For purposes of this section, all components of the Tribal Lottery System, except wiring, cables, and conduit in which they are located, shall have the ability to be effectively and clandestinely monitored and recorded by means of a closed circuit television system or digital surveillance system in accordance with Appendix A and as authorized by TGA and SGA, in compliance with the requirements of the Compact.

9.11 Verification Data and Functions. In addition to its functions in operating a connection with the Electronic Scratch Ticket and On-line Lottery Games, the Central Computer may be used to record the data used to verify game play and to configure and perform security checks on Player Terminals, provided such functions do not affect the security, integrity or outcome of such games.

## **SECTION 10. TESTING OF TRIBAL LOTTERY SYSTEMS TO ENSURE INTEGRITY**

10.1 Designation of Independent Gaming Test Laboratory. The Tribe shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. Any Gaming Test Laboratory selected shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of electronic gaming systems

**MILLER NASH GRAHAM & DUNN LLP**

**April 01, 2019 - 12:37 PM**

**Transmittal Information**

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**Superior Court Case Number:** 18-2-06359-4

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