

MEMORANDUM OF AGREEMENT
Between
THE SPOKANE TRIBE OF INDIANS
And
THE WASHINGTON STATE LIQUOR AND CANNABIS BOARD

CONCERNING AUTHORIZATION OF LIQUOR SALES

I. Parties

The Parties to this Memorandum of Agreement ("MOA") are the Spokane Tribe of Indians ("Tribe"), and the Washington State Liquor and Cannabis Board (the "Board") (collectively "the Parties").

The Spokane Tribe of Indians is a federally recognized Indian Tribe possessed of the full sovereign powers of a government. The Tribe and its wholly owned enterprises operate on the Tribe's reservation or trust lands (hereafter "Indian country").

The Washington State Liquor and Cannabis Board is an executive department of Washington State government operating under the authority of the Governor, with statutory authority with respect to liquor licensure and operations under Title 66 RCW.

II. Purpose

The introduction, possession and sale of liquor on Indian Reservations have, for more than 150 years, been clearly recognized as matters of special concern to Indian tribes and to the United States federal government. The control of liquor on the Spokane Indian Reservation and trust lands remains subject to the Tribe's legislative enactments, Chapter 24 of the Revised Spokane Tribe of Indians Law and Order Code. Federal law currently prohibits the introduction of liquor into Indian country, leaving Tribes the decision regarding when and to what extent liquor transactions shall be permitted.

The Parties share a strong interest in ensuring that liquor sales in Indian country are well regulated to protect public safety and community interests. The Parties have entered into this MOA in order to strengthen their ability to meet these mutual interests.

The Parties acknowledge that pursuant to federal law, 18 U.S.C. §1161, the federal prohibition on sale of liquor in Indian country shall not apply to any act or transaction within any area of Indian country provided such act or transaction is in conformity both with the laws of the State in which such act or transaction occurs and with an ordinance duly adopted by the tribe having jurisdiction over such area of Indian country, certified by the Secretary of the Interior, and published in the Federal Register.

The Parties further acknowledge that the Tribe has adopted a liquor ordinance, which was certified by the Secretary of Interior and published in the Federal Register on Tuesday March 26, 2002. 67 FR 13793-02.

The Parties further acknowledge that within the framework of federal Indian law, tribal law and state law, there are uncertainties and unsettled issues regarding jurisdiction, licensing, taxation, enforcement and other matters essential to the proper regulation of liquor sales in Indian country.

The Parties therefore agree that it is in the best interests of the Tribe and the Board, on behalf of the State of Washington, that they enter into an agreement to provide certainty and cooperation in this area of mutual concern.

This MOA is intended to provide a general framework for government-to-government cooperation and coordination regarding the sale of liquor by the Tribe and its wholly-owned enterprises in Indian country.

III. Definitions

A. Board means the Washington State Liquor Control and Cannabis Board.

B. Indian Country means the lands of the Spokane Tribe of Indians as defined by 18 U.S.C. Section 1151, including the Spokane Indian Reservation and all lands held in trust by the United States for the Tribe or its members.

C. RSLOC means the Revised Spokane Tribe of Indians Law and Order Code.

D. MOA means this Memorandum of Agreement.

E. Parties means the Board and the Tribe.

F. Tribal Enterprise means a wholly owned business enterprise of the Tribe.

G. Tribal Member means an enrolled member of the Spokane Tribe of Indians.

H. Tribally-Licensed Business means a business licensed, but not wholly-owned, by the Tribe pursuant to Tribal Law.

I. Tribe means the Spokane Tribe and Tribe of Indians.

IV. Terms of Agreement

A. Liquor Licensing.

Tribes and Tribal Enterprises

The Parties agree that the state's licensing process does not sufficiently address unique jurisdictional and other matters that arise in Indian country under federal and tribal law and that the Parties have a longstanding disagreement with respect to the application of state law to Tribal liquor sales. Therefore, the Parties agree that in lieu of maintaining and/or obtaining one or more state licenses for the sale of liquor in Indian country, the Tribe and its wholly-owned enterprises shall hereafter make liquor sales in Indian country pursuant to the terms of this MOA.

B. Locations of sales.

1. Current locations. The Tribe and its wholly-owned enterprises currently make liquor sales in Indian country at the following location(s) under the state license(s) specified below (**Exhibit A** includes additional description of liquor sales at each location):

- a. **Trade name:** Spokane Tribe Casino
License Type: Sport Entertainment Facility
Address: 14300 W SR-2-HWY, Airway Heights, WA 99001
- b. **Trade name:** Two Rivers Casino and Resort
License Number: 083933
License Type: Sports Entertainment Facility
Address: 6828B WA-25, Davenport, WA 99122
- c. **Trade name:** Chewelah Casino
License Number: 089166
License Type: Sports Entertainment Facility
Address: 2555 Smith Rd. Chewelah, WA 99109
- d. **Trade name:** Spoko West Plains
License Number: 089246
License Type: Grocery Store Beer/Wine/CLS Spirits Retailer
Address: 14212 W HWY 2 Medical Lake, WA 99122
- e. **Trade name:** Spoko Two Rivers
License Number: 082898
License Type: Grocery Store Beer/Wine/CLS Spirits Retailer
Address: 6828 HWY 25 S #B Davenport, WA 99122
- f. **Trade name:** Spoko Chewelah
License Number: 077996
License Type: Grocery Store Beer/Wine/CLS Spirits Retailer
Address: 2509 HWY 395 S Chewelah, WA 99109
- g. **Trade name:** Wellpinit Trading Post
License Number: 363366
License Type: Grocery Beer/Wine
Address: 6206 Ford Wellpinit Road, Wellpinit, WA 99040
- h. **Trade name:** Two Rivers Marina Store
License Number: 079116
License Type: Grocery Beer/Wine
Address: 6828 HWY 25 S #C Davenport, WA 99122

The Parties agree that these liquor sales, as well as either liquor sales that the Tribe and its wholly-owned enterprises may add or modify at these or other locations in the future, shall hereafter be governed by the terms of this MOA in lieu of otherwise applicable state law. The Parties further agree that the "Fee MOA" entered between the Parties on September 25, 2012 shall be superseded by this MOA and terminated.

2. New or expansion of current locations.

The Tribe and its wholly-owned enterprises may amend or expand the locations where liquor is sold and/or served as listed in Section IV. (B)(1) in accordance with the terms set forth in this MOA. The Tribe and its wholly-owned enterprises shall notify the Board in writing of any substantial change to their Operating Plan or liquor facilities. Examples of a substantial change shall include the addition of a new location for sale or service of alcohol and/or the addition of new privileges at an existing location. Said notification shall be provided at least 60 days prior to the effective date of said change. The information to be provided will include:

- a. The identity of the entity, which is operating the facility;
- b. Location of the premises;
- c. Certification by the Tribe that the premise is located in Indian Country;
- d. Certification to the Board by the Tribe that the Tribe has adequately addressed the issues necessary to prevent the misuse of alcohol and prevent minor access to alcohol at the locations; and
- e. An update to the Tribe's Operating Plan referenced in Section IV(C)(2) below.

3. Notice to other Jurisdictions.

Without resolving jurisdictional questions that may arise, the Board and the Tribe agree that it is in the best interests of both Parties that notice be provided to neighboring jurisdictions prior to the opening of a new location where liquor sales will be made. When the Tribe or its wholly-owned enterprise proposes to open an additional location for the sale of liquor in Indian country, the Board will provide written notice to the city, or if outside city limits, the county in which the sales will occur. The Board and the Tribe agree that the primary purpose of the notice is to facilitate an exchange of information that may be helpful to all parties concerned in addressing unanticipated impacts with the understanding that such notice related to Indian lands is primarily a matter of intergovernmental courtesy.

4. Tribal Licensing.

A. The Board and the Tribe may wish to address issues related to sales by tribal members in Indian country and/or sales by non-members on tribal or tribal-member trust lands, including for example, communication protocols under which Tribal licensing requirements and licensees are identified to the Board and mutually agreeable enforcement protocols are established. The Board and the Tribe agree that such issues may be addressed in a separate document without amendment of this Agreement

B. When any other business operating in Indian Country applies for a liquor license, the Board agrees not to grant such license without first requesting the express written

consent of the Tribe and evidence of licensure by the Tribe as required by the RSLOC. If the Tribe does not respond within 30 days of the Board's request for express written consent, the Board will conclude that the Tribe has consented.

C. Tribal Authority and Jurisdiction

1. Conditions.

Without determining the scope of the legal authority of either party to regulate the sale of liquor by the Tribe in Indian country, the Parties agree that it is in the mutual interest of the Tribe and the Board that the Tribe and its wholly-owned enterprises be authorized to sell liquor under the terms of this MOA. Therefore, when the following conditions are met, the Board agrees that for the purposes of Title 66 RCW, and related provisions of state law, the Tribe and its wholly-owned enterprises will be treated as holding the necessary authority to make liquor sales.

2. Liquor Sales Authority.

The Board agrees the Tribe or its wholly owned Tribal enterprise is authorized to sell and/or serve liquor in Indian country provided it has submitted an approved application for such authority which will include an Operating Plan (**Exhibit B**) containing the following elements:

- a. The location, nature, and times of liquor sales; (**Exhibit A**)
- b. The training of staff involved in liquor sales. It is required that persons responsible for serving alcohol for on-premise consumption possess a Mandatory Alcohol Server Training (MAST) permit; (**Exhibit B**)
- c. Consideration of proximity of alcohol sales to a school, church, playground or public building;
- d. Confirmation that the land on which alcohol sales is to occur is either reservation or trust land held by the Tribe;
- e. Any lease, purchase, partnership or franchise agreement with a non-tribal entity, which directly relates to the location where alcohol is sold or served;
- f. A copy of the Tribe's ordinance permitting the sale of liquor in Indian Country;
- g. A regulatory enforcement and compliance plan; and (**Exhibit C**)
- h. Other information as deemed necessary by agreement between the Board and the Tribe.

3. On-Premise Consumption.

In addition, for locations providing liquor service by the drink for on premises consumption, the Tribe shall include in its Operating Plan the following factors, as applicable to each particular location:

- a. The location, nature, and times of alcohol and food service;

- b. A description of how the Tribe will prevent the sale of alcohol to persons under the age of 21 years of age and those who appear to be intoxicated;
- c. A security plan including the planned ratio of staff to customers and training of service and security staff. Those serving alcohol must at minimum possess a valid Mandatory Alcohol Server Training permit;
- d. The nature of any special events or entertainment events hosted on the premises including security and alcohol service plans for these events; and
- e. Any other special conditions considered necessary to protect public safety based on the type of events to be held at Tribal facilities.

4. Consultation and Agreement on the Operating Plan.

In consultation with the Tribe, the Board will then determine if the Tribe has met the public safety requirements of Title 66, RCW and Title 314, WAC together with the provisions of this MOA. The Board acknowledges that no one license type under Title 66 RCW is applicable to the Tribe's operations and that one purpose of this Agreement is to allow flexibility with respect to Tribal operations. The Tribe and the Board agree that consultation with respect to the Operating Plan will occur in good faith and the Board's approval will not be unreasonably withheld. The Board will make every effort to accommodate Tribal interests as reflected in the Tribe's proposed Operating Plan and any disapproval will include a clear explanation of the decision, its necessity in order to prevent misuse of alcohol and service to minors, and proposed alternatives. Where applicable, the following will be determined and provided in the Tribe's Operating plan:

- a. Areas that should be off limits to minors at all or certain times;
- b. Areas where no liquor will be served, or only beer and wine will be served; and
- c. Any other restrictions on service the Board and Tribe deem necessary.

The Tribe and its wholly-owned enterprises will review its Operating Plan on an annual basis. They will notify the Board prior to any substantial change to operations on Tribal premises.

5. Annual Payment to the Board.

The Tribe agrees to pay the Board \$11,108.00 annually in lieu of any license fees. This annual fee will be due on or before the execution of this MOA, however, the first payment will be prorated for any fees collected pursuant to the Fee MOA entered into between the parties on September 25, 2012 and any other non-expired license fees

6. Spirits Retailer Fees.

The Board Agrees that in lieu of the spirits retailer license fees imposed by RCW 66.24.630, the Board will accept payment as under the above subsection of this MOA and will not impose nor pursue collection of such licensing fees/taxes on sales by the Tribe and the Tribal Enterprises. In the event that new licensing fees or taxes on spirits retailers are added, or the existing licensing fees/taxes are modified, repealed, or replaced, as the result

of legislation, initiative, referendum, court decision or otherwise the Parties agree that the fee for services outlined herein and in the MOA shall remain in effect pending the agreement of the parties to a revised fee for regulatory services as the Parties agree is appropriate under the circumstances and that the Board shall not impose nor pursue collection of the new fees and taxes on sales by the Tribe or Tribal Enterprises. The Parties agree to meet and pursue discussions of the applicability of any new fees on an expedited basis.

7. DOR Suspension Request.

The Parties acknowledge that Chapter 39 of the 2012 Washington Session Laws (HB 2758) provides that the Department of Revenue (“Department”) may request that the Board suspend a taxpayer’s spirits license if the Department determines that the taxpayer is more than 30 days delinquent in reporting or remitting spirits taxes. The Board asserts that a failure by the Tribe or a Tribal Enterprise to pay a spirits tax alleged to be due and owing by the Department would constitute a breach of this MOA. However, the Tribe disagrees that such result would necessarily ensue and preserves its right to dispute any tax assessment by the Department without penalty under this MOA and to prove in dispute resolution proceedings under this MOA that the Board’s licensing authority under 18 U.S.C. Section 1161 does not allow the Board to prohibit Tribal liquor sales or purchases by reason of asserted state tax noncompliance. In the event the Board believes the Tribe has failed to remit spirits tax that the Department asserts to be validly and legally due and owing, the Board will notify the Tribe in accordance with the notification provisions of this MOA. Within 90 days following the date of notification, the Parties agree to meet and confer in an effort to resolve the issue consistent with any related settlement between the Tribe and the Department or determination by a court of competent jurisdiction regarding the underlying tax assessment. If the Parties are unable to resolve the issue in six months after the date of notice, either Party may involve the dispute resolution provisions of this MOA. This Section C.7 does not apply to sales where the Tribe or Tribal Enterprise is the retail customer.

8. Reporting Requirements

In the event the Board’s audit of a distributor or other supplier to the Tribe or Tribal Enterprise reveals a discrepancy that can best be reconciled through comparison to the Tribe or Tribal Enterprises retail sales records, the Tribe agrees that on the Board’s reasonable request, to provide a detailed summary of its purchases as a spirits retail licensee from that supplier for the relevant time period, including date, amount, brand, and price. This summary will serve in lieu of submission of any reporting form(s) required of other spirits retail license holders.

9. Sponsorship/Advertising.

The Board acknowledges and agrees that in lieu of holding specific licenses under state law, the Tribe and Tribal Enterprises will be subject to the terms of this MOA. However, should the Tribe or Tribal Enterprises wish to enter into arrangements with a manufacturer, importer, or distributor for brand advertising and /or promotion of the Tribe’s or Tribal

Enterprises events at the Tribes Casinos, absent this MOA, would typically be regulated as part of a specific license, the Tribe or the Tribal Enterprises may enter into such arrangements upon prior approval of the Board. This MOA grants the tribe and Tribal Enterprises the privileges afforded Sports Entertainment venues of 5,000 seats or more under R.C.W. Section 66.24.570(6).

D. Enforcement.

The Parties shall handle enforcement issues in the following manner:

1. Enforcement activities. Shall be governed by the Operating Plan contained in Exhibit C

2. Separate Locations. The Board and the Tribe recognize that each "location" in Exhibit A shall be deemed a separate location and violations against one will not affect the other locations.

3. Information sharing. The Tribe and the Board agree to share pertinent information with each other that could impact the others interests in a timely fashion.

4. Training and Technical Assistance. The Board shall provide training and technical assistance, at the Tribe's request, for the prevention of violations of alcohol laws.

5. Recognition of public safety related violations that are of critical importance. Examples of these violations include:

- a. Sale or service to a minor;
- b. Minor frequenting an age restricted area;
- c. Sale or service to an apparently intoxicated person;
- d. Disorderly conduct by an employee or permitting such conduct on the premises; and
- e. Criminal conduct by an employee or permitting same on the premises.

E. Conditions and Limitations. The Board and the Tribe agree to the following conditions and limitations:

The Tribe agrees sales of liquor by the Tribe and its wholly-owned enterprises will conform to Title 66 RCW to the extent required by 18 U.S.C. §1161. The Parties agree that RCW 66.24.010(2) which provides for criminal background checks of applicants is inapplicable to the Tribe and its wholly-owned enterprises. Any other exemptions from statute must be negotiated individually between the Tribe and the Board.

F. Dispute Resolution.

1. Neither the Tribe, nor the Board, nor officers acting on either government's behalf, may petition any court to enforce this MOA unless (a) the dispute resolution process

described in subsections (a) through (d) below has been followed in good faith to completion without successful resolution or (b) the other party fails to enter into the dispute resolution process. Should a dispute arise between the Tribe and the Board upon an issue of compliance with the MOA by either government, or by their officers, employees or agents, the Tribe and Board shall attempt to resolve the dispute through the following dispute resolution process:

(a) **Notice.** Either party may invoke the dispute resolution process by notifying the other in writing, of its intent to do so. The notice shall set out the issues in dispute and notifying party's position on each issue.

(b) **Meet and Confer.** The first stage of the dispute resolution process shall include a face-to-face meeting between representatives of the two governments to attempt to resolve the dispute by negotiation. The meeting shall be convened within 30 days of the date of the written notice described in subsection (a). The representatives of each government shall come to the meeting with the authority to settle the dispute. If the dispute is resolved, the resolution shall be memorialized in writing signed by the parties.

(c) **Mediation.** If the parties are unable to resolve the dispute within 60 days of the notice sent under subsection (a) above, the parties shall engage the services of a mutually agreed upon qualified mediator to assist them in attempting to negotiate the dispute. Costs for the mediator shall be borne equally by the parties. The parties shall pursue the mediation process in good faith until the dispute is resolved or until the mediator determines that the parties are not able to resolve the dispute. If the parties cannot agree on a format for the mediation process, the format shall be that directed by the mediator. If the dispute is resolved, the resolution shall be memorialized by the mediator and shall bind the parties.

2. Option to Terminate. If the parties are unable to resolve a dispute under the dispute resolution process detailed in Section IV.F.1(a) – (c) above, then either party may terminate this agreement with 120 days' written notice, consistent with the notice requirements in Section IV.L, Communication and Notice. If the WSLCB exercises this option to terminate it shall grant the Tribe and all of the facilities listed in Exhibit A licenses to continue operations for no less than 365 days from the date of termination and shall act in good faith to resolve any licensing matters after that time.

G. Most Favored Nation Provision. If, at any time after the effective date of this MOA, the Board enters into an agreement, compact or consent decree or other arrangement with any other federally recognized tribe, relating to the regulation of liquor in Indian Country which includes a "most favored nation" provision, then upon, the Tribe's written request, this MOA shall be amended to include such a provision. A most favored nation provision is defined as language by which the Board agrees to accord the same favorable terms that are offered in later agreements with any other Tribe. This shall not be construed to require that the Board offer the Tribe the option to receive the same terms offered every tribe, in the absence of a most favored nation provision in the MOA.

H. Defense of Authority. In any action filed by a third party challenging either the Tribe's or the State's authority to enter into to or enforce this MOA, the Tribe and the State each agree to support the MOA and defend each of their authority to enter into and implement

this MOA; provided, that this provision shall not be construed as a waiver of the sovereign immunity of the Tribe or its enterprises.

I. Sovereign Immunity. The Board agrees that the signing of this MOA by the Tribe does not imply a waiver of sovereign immunity by the Tribe, or its wholly-owned enterprises, and is not intended by the Tribe as a waiver of sovereign immunity and that any action by the Board in regard to liquor sales by the Tribe shall be in accord with this MOA.

J. No Limitation. The Parties agree that the signing of this MOA and the resultant benefits and obligations shall not be construed as limiting any otherwise lawful activity of the Tribe or its wholly-owned enterprises nor subject the Tribe, or its wholly-owned enterprises, to any state jurisdiction not agreed to in this MOA.

K. Updated Information. The Tribe and its wholly-owned enterprises will review its Operating Plan on an annual basis and notify the Board of any changes in the plan or its procedures. This review is additional to the notification of changes in the service of alcohol reference in Section IV. (B)(2).

L. Communication and Notice.

1. Designated Contacts. The Parties agree to maintain regular and open communication regarding the administration and implementation of this MOA. The Parties agree that the following individuals will be designated primary contacts regarding administration of this MOA:

For the Washington State Liquor and Cannabis Board:

Licensing & Regulations Manager
Liquor and Cannabis Board
Pacific Avenue SE
Olympia, WA 98504-3080
360-664-1725

LCB Enforcement Captain
1303 W. Broadway
Spokane, WA 99201-2053
509-625-5513

For the Spokane Tribe of Indians:

Chair
Spokane Tribal Business Council
PO Box 100
Wellpinit, WA 99040

AND

Office of the Spokane Tribal Attorney
PO Box 100
Wellpinit, WA 99040
tedk@spokanetribe.com
(509) 953-1908 or (509) 458-6521

The Parties agree that if either party believes that the goals and objectives of this MOA are not being met, that they should meet promptly to discuss any issues and concerns.

2. Notice. Any notice that may be, or is required to be, sent under this MOA shall be sent as follows to the designated contacts.

With a copy to: Office of the Spokane Tribal Attorney
PO Box 100
Wellpinit, WA 99040
tedk@spokanetribe.com
(509) 953-1908 or (509) 458-6521


M. Future Activities. The Parties agree that this MOA provides a successful, government-to-government basis by which to address jurisdictional and other issues arising out of the sale and consumption of liquor in Indian Country. In the future the Tribe or the Tribal Enterprises may wish to expand its business into other areas, such as winery activities, or liquor distiller. The Parties acknowledge that the legal backdrop for these activities is different, but agree that the policy concerns of avoiding jurisdictional gaps, protecting the public safety, and preventing youth access are very similar. For that reason and others, the Parties agree to pursue and negotiate in good faith agreements for future activities permitted by state law that are contemplated by the Tribe and the Tribal Enterprises.

V. Effect, Duration, and Amendment

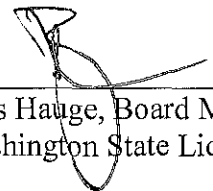
1. While the parties intend to reach a perpetual agreement related to licensing of tribal liquor sales, this Agreement shall remain in effect for an initial period of five (5) years unless the parties mutually agree in writing that the agreement should be vacated or terminated and superseded by a new Agreement between the parties within that time frame. Should the parties fail to negotiate a perpetual agreement during initial term of this Agreement, the Agreement shall automatically renew for an additional two year period unless either party provides written notice to the other, no later than 120 days before the expiration of the two year period, that they wish to modify the terms of the agreement.

2. Amendment. No amendment or alteration of this MOA shall arise by implication or course of conduct. This MOA may be altered only by a subsequent written document, approved by the Parties, expressly stating the Parties' intention to amend this agreement.


This Agreement is hereby made this 29th day of November, 2017



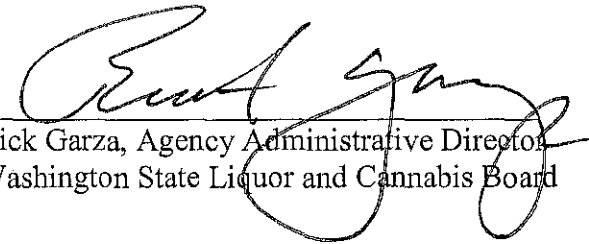
Jane Rushford, Board Chair
Washington State Liquor and Cannabis Board



Russ Hauge, Board Member
Washington State Liquor and Cannabis Board

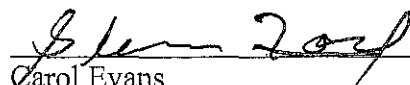


Ollie Garrett, Board Member
Washington State Liquor and Cannabis Board



Rick Garza, Agency Administrative Director
Washington State Liquor and Cannabis Board

For the Spokane Tribe of Indians:

for


Carol Evans
Chair
Spokane Tribe of Indians

Exhibit A

Operating Plan

Locations where alcohol is or will be served on SPOKANE Lands by the Tribe.

#	Location	Type of Establishment	Hours Alcohol is Typically Sold	Nature of Alcohol Service
	Spokane Tribe Casino Floor	Casino	6am-2am	Beer/wine/spirits/service bars and occasional portable bars.
	Speelya's Den	Deli	6am-2am	Beer/wine.
	Whaluk's	Casino Floor Bar	6am-2am	Beer/Wine/Spirits (Bar top Service); Growler Fill Service
	Three Peaks Kitchen and Bar	Table Service Restaurant	6am-2am	Beer/Wine/Spirits (Table Service); Growler Fill Service
	Three Peaks Kitchen and Bar	Outdoor Dining (Seasonal)	6am-2am	Beer/Wine/Spirits (Table Service and Occasional Portable Bar)
089246	Spoko West Plains 14212 W HWY 2 Medical Lake, WA 99122	Convenient Store	6am- 2am	Beer/Wine/Spirits (Packaged for off premises consumption)
082898	Spoko Two Rivers 6828 HWY 25 S #B Davenport, WA 99122	Convenient Store	6 am- 2 am	Beer/Wine/Spirits (Packaged for off premises consumption)
077996	Spoko Chewelah 2509 HWY 395 S Chewelah, WA 99109	Convenient Store	6am – 2 am	Beer/Wine/Spirits (Packaged for off premises consumption)

Exhibit A

Operating Plan

Locations where alcohol is or will be served on SPOKANE Lands by the Tribe.

363366	Wellpinit Trading Post 6206 Ford Wellpinit Road, Wellpinit, WA 99040	Convenient Store	7 am – 8 pm	Beer/Wine (Packaged for off premises consumption)
079116	Two Rivers Marina Store 6828 HWY 25 S #C Davenport, WA 99122	Convenient Store	7 am – 9 pm	Beer/Wine (Packaged for off premises consumption)
089166	Chewelah Casino Floor 2555 Smith Rd. Chewelah, WA 99109	Casino	8 am – 2 am	Beer/Wine/Spirits
083933	Two Rivers Casino 6828B WA-25, Davenport, WA 99122	Casino	10 am- 12 am	Beer/wine.
	Chewelah Bar and Deli Counter Service	Deli	8 am – 2 am	Beer/wine/spirits.
	Two Rivers Casino Bar and Deli Counter Service	Deli	10 am -12 am	Beer/wine/spirits.
	Casinos Parking Lots	Occasional Special Event: Bar/Table Service	6 am – 2 am	Beer/wine/spirits.
403658	Two Rivers Amphitheater 6828 HWY 25 S # D Davenport WA 99122	Occasional Outdoor concerts events: Bar/Table/Service	6 am – 2 am	Beer/wine/spirits.

Exhibit A

Operating Plan

Locations where alcohol is or will be served on SPOKANE Lands by the Tribe.

	Shuttle Bus	Transportation to/from special event with liquor service on board	6am-2am	Beer/wine/spirits Supplied by Casinos and poured by MAST certified staff: Private Event **This agreement will stand as an annual Banquet Permit.
	"Backyard" at the Spokane Tribe Casino	Occasional public and private events	6am-2am	Beer/wine/spirits Supplied by Casinos and poured by MAST certified staff: Private Event

EXHIBIT B
OPERATING PLAN
Safety/Training Provisions

Because the introduction, possession, and sale of liquor in Indian Country has, for more than 150 years, been clearly recognized as matters of special concern to Indian Tribes, the Tribe takes liquor regulation and safety extremely seriously. As a result, the Tribe has imposed strict policies and practices on its Tribal Enterprises that go above and beyond the State's requirements. Safe liquor consumption by its patrons is a top priority of the Tribe, and the Tribe makes a great effort to protect the public safety and community interest and trains its staff accordingly. The Tribe also evaluates events, utilizes its resources, and evaluates risk to best address, monitor, and appropriately control the sale and service of liquor at each of its locations and venues to preserve the public safety.

A. Training.

1. Mandatory Alcohol Server Training ("MAST"). The following Tribal Enterprise employees will receive and maintain a valid MAST permit:

- a. Spokane Tribe Casino, Two Rivers Casino, and Chewelah Casino ("Casinos") Directors and Managers if their duties include supervising alcohol service
- b. Servers and Bartenders at all Casinos
- c. Casino Security (does not include Tribal police or surveillance staff)

2. Training for Spoko Two Rivers, Spoko West Plains, Spoko Chewelah and the Wellpinit Trading Post ("C-Stores"). Within six months of the execution of this MOA or an amendment due to a new service location being added, C-Store staff who sell alcohol will be either (a) MAST certified, or (b) trained in accordance with an approved Responsible Vendor Program.

3. Additional training by the Tribe. The Tribe provides ongoing training of all food and beverage service teams to heighten awareness related to public safety, including avoiding service to minors and intoxicated persons.

4. Additional training by the Board. Upon the Tribe's request, Board staff members will work with the Tribe to provide any requested training and technical assistance for the prevention of violations of alcohol laws. Board staff members will meet with the Tribe and Tribal Police, and the Tribe's Gaming Commission, as the parties may deem appropriate for further training, collaboration, and communication on liquor issues.

B. Safety and Security Measures.

1. Minors. To ensure that alcoholic beverages are not sold to or consumed by persons under age 21, the Tribe will implement the following measures:

- a. Staff will request ID from any guest appearing to be age 40 or under who is requesting to purchase an alcoholic beverage.
- b. Staff will request ID from any guest in possession of an alcoholic beverage who appears to be of questionable age, and if the guest cannot produce valid ID, the beverage will be confiscated and security notified.
- c. The Casinos' staff will allow the practice of transporting open alcoholic beverages throughout the Casinos' property. However, the loitering in common areas of the Casinos where minors are allowed will be monitored and not allowed. Deviations from this policy will be approved as necessary for special events.
- d. Staff will accept only Board-approved forms of ID, including:
 - i. Driver's license, ID card, or Instruction Permit issued by any U.S. state or Canadian Province.
 - ii. Washington Temporary driver's license;
 - iii. Tribal Enrollment Card from any Federally Recognized Indian Tribe located in Washington.
 - iv. Legal Passport from any Nation;
 - v. U.S. Military ID;
 - vi. Merchant Marine card issued by U.S. Coast Guard

2. Intoxicated persons. To ensure that alcoholic beverages are not purchased or consumed by persons who appear to be intoxicated, the Tribe will implement the following measures:

- a. All staff involved in the sale and service of alcoholic beverages will be trained how to recognize the signs of intoxication.
- b. Staff will refuse to sell alcoholic beverages to any person who appears to be intoxicated.
- c. Sales for off-premises consumption. If a guest who appears to be intoxicated attempts to purchase packaged alcoholic beverages for off-premises consumption, staff will notify the manager on duty. The guest will be assessed and a determination will be made whether to sell packaged alcoholic beverages to that guest.
- d. Sales for on-premises consumption.
 - i. If a Casino guest who appears to be intoxicated is seen in possession of or consuming an alcoholic beverage, or attempting to order an alcoholic beverage for on premises consumption, staff will notify the food and beverage supervisor or manager. The guest will then be assessed using MAST procedures and a determination will be made if the guest is to surrender the drink in

possession of one, and notified that due to staff's observations, the guest will not be served any additional alcoholic beverages. The supervisor or the manager will then gather information from the guest regarding his or her drink history for the day/night and use this information to complete an Intoxication Report that must be completed and submitted to the Director/Supervisor/Manager of food and beverage at the end of the shift.

ii. Security will be called to assist with guests who are apparently intoxicated and non-cooperative. The non-cooperative guest will be immediately escorted from the property and alternative transportation arranged. Specifically, security staff will first try and call a taxi or similar service for the guest. If the guest refuses the taxi or similar service and attempts to drive away, the guest will be notified that local police will be contacted that alternative transportation was refused. Reports will be filed by the security regarding the incident and submitted to the immediate supervisor by the end of the shift.

e. Any team member who is suspected of over service will be investigated through surveillance tapes and reports filed by either the food and beverage manager or security team. The investigation may lead to disciplinary action up to termination.

3. Additional security measures. The Tribe also has the following measures in place that will further ensure alcohol is safely sold, served, and or/consumed on site:

a. The Tribe will maintain certified MAST trainer(s) on staff within 120 days of the effective date of this MOA. .

b. The Casinos will be maintained under 24 hour surveillance.

c. Surveillance video is typically retained for 7 days at the Casinos and 30 days at the C-Stores, unless otherwise requested by the Board.

d. The ratio of service staff to patrons will be adequate to maintain the public safety for each facility and will be increased based on level of risk for that facility.

e. Reasonable levels of security staff are present at any given time.

f. Tribal Gaming Commission Officers are on-site at Casinos 24/7.

g. Tribal Police and/or EMTs will be on site at Casinos or on call 24/7.

h. The Spokane Tribe of Indians currently has law enforcement agreements with Stevens County, the City of Chewelah and the City of Airway Heights

C. Special Events. For Special Events in Indian Country, the Tribe shall take the following extra measures:

1. Schedule of Events.

- a. The Tribe will provide a schedule quarterly of special events to the Regional Captain. The Tribe will update the schedule monthly as necessary.
- b. Should the Regional Captain have any concerns about the schedule or any plan for the events, the Parties will meet and confer in good faith to resolve those concerns.

2. Special Event Plan. Unless prior notice is provided to Board Staff of an alternative plan, alcohol sales will occur as follows at Special Events:

- a. At point of sale locations with proper lighting so that ID may be adequately checked;
- b. With a maximum of two (2) drinks or one bottle of wine sold to an individual patron during one transaction;
- c. With a minimum ratio of staff to attendees of 1 to 50
- d. With posted signs at entrances and dispensing areas; and
- e. Not within a pre-designated amount of time before the end of the event.

Should the Tribe wish to deviate from this standard Special Event Plan for any given event, the Tribe will notify the Regional Captain in writing at least 14 days prior to the event. The parties will meet and confer in good faith to resolve any concerns with the Tribe's alternate plan.

D. Minors in the Casino and/or Special Events

In addition to the above measures for Minors in general, the Tribe will utilize the following specific measures to ensure alcoholic beverages are not sold to or consumed by persons under the age of 21 at facilities operating under the MOA entered into between the Spokane Tribe of Indians and the WSLCB and described and listed and amended from time to time in Exhibit A.

1. At the Two Rivers and Chewelah Casinos persons over 18 are allowed on the Casino Floor and allowed to game.

- a. At the point of entry any Casino patron under the age of 21 is given and required to wear at all times while on the premises a wristband.

b. If Security or a Tribal Gaming Officer observes a person removing their wristband that individual will be removed from the Casino.

c. If a person under age 21 attempts to purchase an alcoholic beverage, MAST-certified bartenders or servers will notify Security, who will take appropriate action as described below.

d. If a Security or Tribal Gaming Officer observes a person under the age of 21 exhibiting the signs of intoxication or possessing alcohol, security will make contact with the person and take the appropriate steps as described below.

i. If Security determines a person under the age of 21 is in possession or under the influence of alcohol (even if the alcohol was not consumed on premises), Security will contact the appropriate law enforcement officials. Security will also prepare a written incident report that will be circulated to the Tribe's Casino Management Executives and legal personnel, as well as to the Tribal Gaming Commission.

ii. In addition, individuals under the age of 21 who are found to be in possession or under the influence of alcohol will be refused service from the Casinos until their 21st birthdays. A formal written refusal of service will be processed by security, Tribe's Casino Management staff, and the legal department; and will be sent by certified mail. If an individual who has been refused service for this reason attempts to return to the Casinos prior to their 21st birthday they will be civilly or criminally cited for trespass.

2. Spokane Tribe Casino and Special Events

a. At the Spokane Tribe Casino where gaming is only allowed by persons over the age of 21 all locations where minors are allowed such as but not limited to the restaurants, gift shops, breezeways, etc. will be monitored by staff, and all locations where minors are not allowed will be clearly marked by appropriate signage and interior design and decorating elements that will assist in guiding minors to the locations where they are permitted.

b. At special events where minors are permitted such as, but not limited to, concerts, comedy events and automobile shows individuals over 21 that wish to obtain alcohol will have IDs checked as described above and provided with a wristband identifying them as over 21.

EXHIBIT C
OPERATING PLAN
Enforcement/Compliance Plan

A. Licensing.

1. **Tribal Enterprises.** All Tribal Enterprises that serve alcohol must be licensed in accordance with RSLOC Chapter 24.
2. **Other Business Enterprises.** All Tribally-Licensed Businesses must be licensed in accordance with State law and applicable Tribal law. The parties agree to meet in good faith to discuss possible amendments regarding entities partially but not wholly owned by the Tribe, should the issue arise.
3. **Employees.** All Tribal Enterprise employees who perform duties specified under State-issued Class 12 or 13 permits must hold such state-issued permits in order to perform such duties at any Tribal Enterprise, Tribal member-owned business, or Tribally-Licensed Business.

B. Enforcement.

1. **Premises Checks.**

a. By the Tribe. The Tribe, through its Tribal Gaming Commission, Tribal Police or other authorized agency, may conduct its own premises checks in Indian Country to observe compliance with applicable liquor laws and this Agreement and to provide support and education to Tribal Enterprises and staff. The Tribe will share the results of such premises checks with the Board.

b. By the Board. The Board, through its staff, may also conduct premises checks. Prior to conducting any such check, the Board will contact the Tribal Gaming Commission, if the check is at a casino location, or the Tribal Police, if the check is at a non-casino location, to provide reasonable notice of such premises check. The Tribal Gaming Commission or the Tribal Police may observe the premises checks, provided they do not interfere with the check. The Board will share the results of such premises checks with the Tribe.

Notice for Casinos: Andy Matherly
 Chair
 Spokane Tribal Gaming Commission
 amatherly@spokanetribe.com
 (509) 258-4222

Notice for all other locations: Jesse Moss
Chief of Police
Spokane Tribal Police Department
(509) 258-4400
jessemoss@sirpd.com

For all Locations cc: Office of the Spokane Tribal Attorney
tedk@spokanetribe.com
(509) 953-1908 or (509) 458-6521

c. Cooperation. Should either party have any concerns arising out of a premise check or the results thereof, the parties will meet in good faith to discuss any suggested changes to protocols of the premises checks themselves or of liquor service by the Tribal Enterprise that was checked.

2. Compliance Checks – Minors.

a. By the Tribe. The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Tribal Gaming Commission, Tribal Police Department, or other authorized agency in accordance with Tribal Regulations and policies. The Tribe will provide the results of such checks to the Board. No criminal action may be taken against any minor who purchases alcohol as part of a compliance check.

b. By the Board. The Board, through its staff, may also conduct compliance checks. Prior to conducting any such check, the Board will contact the Tribal Gaming Commission, if the check is at a casino location, or the Tribal Police, if the check is at a non-casino location, to provide reasonable notice of such premises check. The Tribal Gaming Commission or the Tribal Police may observe the premises checks, provided they do not interfere with the check. The Board will share the results of such compliance checks with the Tribe.

c. Cooperation. Should either party have any concerns arising out of a compliance check or the results thereof, the parties will meet in good faith to discuss any suggested changes to protocols of the compliance checks themselves or of liquor service by the Tribal Enterprise that was checked.

3. Complaints.

Tribal Enterprises. When a complaint regarding liquor service at any Tribal Enterprise is received by either the Tribe or the Board, or when the Tribe or the Board otherwise have reason to suspect a violation either

through a premises check or compliance check, the followings steps will occur:

Receipt of Complaint

a. By Tribe. If the Tribe receives the complaint, it will be communicated to the Tribal Police. The Tribal Police will then document the complaint and provide a copy to the Board staff within 7 days.

b. By Board. If the complaint is receive by the Board, it will be communicated to the Spokane Tribal Council with a copy to the Office of the Spokane Tribal Attorney within 7 days.

Investigation. The Board will investigate the complaint in its discretion and in accordance with its policies and procedures.

4. Alleged Violations.

a. Employee. If the investigation is of an alleged violation by a Tribal Enterprise employee holding a MAST permit, the Board shall provide a copy of any written report to the Tribal Enterprise's management staff. If the employee is not a Tribal member, the Board may take any action against the employee in accordance with its laws and regulations. Notice of any additional action taken against the employee by the Tribe will be provided to the Board. If the employee is a Tribal member, the Tribe and the Board will work together to ensure that the Tribe's additional jurisdiction over that tribal member is properly preserved, and the Tribe will investigate and take such enforcement action as is consistent with Tribal Laws and procedures.

b. Tribal Enterprise. If the investigation is of an alleged violation by the Tribal Enterprise, the Board shall provide a copy of any written report to the Tribal Enterprise's management staff. The Board may take action against the Tribal Enterprise consistent with WAC 314-29-020 which addresses Group 1 violations against public safety. Group 1 violations include: 1) Violations involving minors (Sale or service to a minor/minor frequently); (2) Sale or service to apparently intoxicated person; (3) Conduct violations (Disorderly conduct; licensee and/or employee intoxicated; *criminal conduct); (4) Lewd Conduct; (5) Refusal to allow inspection/obstructing law enforcement officer from performing duties and (6) Condition of suspension violation (failure to follow any suspension restriction while liquor license is suspended). If the Tribe disagrees with the action taken by the Board, the Tribe may proceed under the dispute resolution provisions within the MOA. Notice of any

additional action taken against any employee of the Tribal Enterprise by the Tribe will be provide to the Board.

*The Tribe may assert, among other things, that some state prohibitions against “criminal; or “lewd conduct” as used in WAC 314-29-020 do not apply to Tribes, tribal employees or in Indian Country, or that some “criminal” or “lewd” conduct falls outside the scope of the WSLCB authority pursuant to 18 U.S.C. Section 1161.

c. If the Board alleges that the Tribe is not complying with any provisions of Exhibit A or B of this MOA, the Board and the Tribe shall seek resolution in accordance with the dispute resolution process outlined in this MOA.

d. For the purposes of this section only each “location” in Exhibit A shall be deemed a separate location and violations against one with not affect the other locations.

5. Other Business Enterprises.

When either the Tribe or the Board receives a complaint regarding liquor service at any Tribal member-owned business or tribally licensed business, it will be communicated to the other party within 7 days. Either party may take appropriate action under its laws that are consistent with this MOA. The Board will provide notice of its findings and a copy of the report, violations imposed, and any relevant information to the Tribe for further actions by the Tribe, should the Tribe wish to further prosecute the licensee. Likewise, any information regarding any action taken by the Tribe or Tribal Court will be provided to the Board.

C. Amendment.

1. Should the Tribe desire in the future to take over more of the enforcement responsibilities, the parties agree to meet in good faith to determine whether any amendments to this Agreement are needed.

Spokane Tribe Code Addressing Alcohol in addition to Chapter 24

9-10-01 Purchase, Possession, Consumption, and Misrepresentation.

- (a) It shall be unlawful for any person under age 21 to purchase, attempt to purchase, possess or control, consume, or exhibit the effects of having consumed alcohol or liquor on the Spokane Reservation.
- (b) It shall be unlawful for any person to represent them self as being 21 in order to attempt to purchase alcohol or liquor at any business on the Spokane Reservation.
- (c) Any person who violates this provision may be sentenced to up to 90 days in jail and/or a fine up to \$1,000.
- (d) The Court shall order any person convicted under this provision to:
- (1) serve a mandatory minimum of 5 days on house arrest, or in confinement, for the first offense, with a mandatory minimum fine of \$150;
 - (2) serve a minimum of 5 days in confinement, with an increased fine of \$250, for each additional offense, to a maximum of 30 days confinement and a fine of \$1,000;
 - (3) obtain an alcohol and drug evaluation, and to comply with treatment requirements;
 - (4) comply with all conditions of probation, including completing community service requirements in place of fine payments.
- (e) The Court shall order custodial parents or legal guardians of persons, under the age of 18, who are convicted under this section to reimburse the Spokane Tribe for all costs of confinement.

9-10.03 Providing Alcohol to a Minor or Allowing a Minor to Consume Alcohol.

- (a) Except as provided in subsection (e) of this section, any person over the age of 18 who knowingly provides or furnishes alcohol or liquor to a person under age 21, or who knowingly permits a person under age 21 to consume alcohol or liquor shall be guilty of an offense.
- (b) The Court may order any person age 18 and over who is convicted under this section to serve not more than 180 days in confinement and/or to pay a fine of \$1,000, with a minimum sentence of 5 days confinement, and a \$150 fine per minor furnished or permitted to consume alcohol.
- (c) The Court may order any person under age 18 who is convicted under this section to serve not more than 90 days in confinement and/or to pay a fine of \$1,000, with a minimum sentence of 5 days confinement and a \$150 fine per minor furnished or permitted to consume alcohol.
- (d) The minimum sentence in subsections (b) and (c) must be served in confinement, with work or labor credit permitted. The fines may be worked off by performing community services.
- (e) It shall be a defense to the crime of providing alcohol to a minor that the alcohol was provided as follows:
- (1) by a parent or other person as part of a religious practice; or
 - (2) by a physician or doctor as a part of a medical procedure;
- and if the amount provided is minimal and the minor is not then allowed to enter any public place or vehicle unescorted by a parent or guardian.

15-5.10 Revocation of License for Refusal to Submit to Breath or Blood Test.

(a) Any person who operates a motor vehicle on the Spokane Indian Reservation is deemed to have given consent to a test or tests of their breath or blood for the purpose of determining the alcoholic or drug content of their breath or blood if arrested for any offense when at the time of the arrest, the arresting officer has reasonable grounds to believe the person had been driving or was in actual physical control of a motor vehicle while under the influence of intoxicating liquor or drugs.

(b) The test or tests of breath shall be administered at the direction of a law enforcement officer having reasonable grounds to believe the person to have been driving or in actual physical control of a motor vehicle within the Reservation while under the influence of intoxicating liquor.

(c) The officer shall warn the driver that the privilege to drive will be revoked or suspended if the driver refuses to submit to the test, and that such refusal to take the test may be used as evidence in a criminal trial.

(1) The period of suspension for refusing a test the first time is 6 months, and the second time within 2 years is a 1-year suspension.

(2) The period of suspension for refusing a breath test if convicted of Vehicular Manslaughter is 10 years and if convicted of Vehicular Assault is 5 years.

(d) However, in those instances where:

(1) The person is incapable due to physical injury, physical incapacity, or other physical limitation, of providing a breath sample; or

(2) as a result of a traffic accident the person is being treated for a medical condition in a hospital, clinic, doctor's office, or other similar facility in which a breath testing instrument is not present; a blood test shall be administered only by a physician, a registered nurse, or a qualified technician.

(e) Except as provided in this subsection, the test administered shall be of the breath only.

(f) If an individual is unconscious or is under arrest for the crime of vehicular homicide or vehicular assault, or if an individual is under arrest for the crime of driving while under the influence of intoxicating liquor or drugs, which arrest results from an accident in which another person has been injured and there is a reasonable likelihood that such other person may die as a result of injuries sustained in the accident, a breath or blood test may be administered without the consent of the individual so arrested.

(g) Any person who is dead, unconscious, or who is otherwise in a condition rendering him or her incapable of refusal, shall be deemed not to have withdrawn the consent provided by subsection (a) of this section, to have received the warnings required under subsection (c) of this section and the test or tests may be administered.

(h) If, following the driver's arrest and warnings, the person arrested refuses upon the request of a law enforcement officer to submit to a test or tests of the driver's breath or blood, no test shall be given except as authorized under subsection (e) or (f) of this section.

(i) The Tribal Court, upon the receipt of a sworn report of the law enforcement officer that the officer had reasonable grounds to believe the arrested person had been driving or was in actual physical control of a motor vehicle within this Reservation while under the influence of intoxicating liquor or drugs and that the

person had refused to submit to the test or tests upon the request of the law enforcement officer after being informed that refusal would result in the suspension or revocation of the person's privilege to drive on the Spokane Indian Reservation, shall revoke the person's license or permit to drive or any non-resident operating privilege.

(j) Upon revoking the license, permit, or privilege to drive, the Tribal Court shall immediately notify the person involved in writing by personal service or by certified mail of its decision and the grounds therefore, and of the person's right to a hearing, specifying the steps that must be taken to obtain a hearing.

(1) Within 15 days after the notice has been given, the person may, in writing, request a formal hearing.

(2) For the purposes of this section, the scope of such hearing shall cover the issues of whether a law enforcement officer had reasonable grounds to believe the person had been driving or was in actual physical control of a motor vehicle within this Reservation while under the influence of intoxicating liquor, whether the person was placed under arrest, and whether the person refused to submit to the test or tests upon request of the officer after having been informed that such refusal would result in the suspension or revocation of the person's privilege to drive on the Reservation.

(3) The Court shall order that the suspension or revocation be rescinded or sustained.

(4) Any decision by the Tribal Court to revoke a person's driving privilege on the Spokane Indian Reservation shall be stayed and shall not take effect while a formal hearing is pending as provided in this subsection or during the pendency of a subsequent appeal to the Spokane Tribal Court of Appeals so long as there is no conviction for a moving violation or no finding that the person has committed a traffic infraction that is a moving violation during the pendency of the hearing and appeal.

(k) If the suspension or revocation is sustained after such a hearing, the person whose license, privilege, or permit is suspended or revoked has the right to file a petition in the Spokane Tribal Court of Appeals to review the final order of suspension or revocation.

15-11.04 Persons Under Influence of Intoxicating Liquor or Drugs-Evidence-Tests-Information Concerning Tests.

(a) Upon the trial of any civil or criminal action or proceeding arising out of acts alleged to have been committed by any person while driving or in actual physical control of a vehicle while under the influence of intoxicating liquor or any drug, if the person's alcohol concentration is less than 0.08, it is evidence that may be considered with other competent evidence in determining whether the person was under the influence of intoxicating liquor or any drug.

(b) The breath analysis shall be based upon grams of alcohol per 2 hundred 10 liters of breath. The foregoing provisions of this section shall not be construed as limiting the introduction of any other competent evidence bearing upon the question whether the person was under the influence of intoxicating liquor or any drug.

(c) Analysis of the person's blood or breath to be considered valid under the provisions of this section or Section 15-13.01, Driving While Under the Influence of Intoxicating Liquor or Drugs, shall have been performed according to generally accepted methods and by an individual possessing appropriate training and skills.

(d) When a blood test is administered, the withdrawal of blood for the purpose of determining its alcohol or drug content may be performed only by a physician, a registered nurse, or a qualified technician. This limitation shall not apply to the taking of breath specimens.

(e) The person tested may have a physician, or a qualified technician, chemist, registered nurse, or other qualified person of his or her own choosing administer 1 or more tests in addition to any administered at the direction of a law enforcement officer.

(1) The failure or inability to obtain an additional test by a person shall not preclude the admission of evidence relating to the test or tests taken at the direction of a law enforcement officer.

(f) Upon the request of the person who shall submit to a test or tests at the request of a law enforcement officer, full information concerning the test or tests shall be made available to him or her or his or her attorney.

15-13.01 Driving While Under the Influence of Intoxicating Liquor, Drugs or Other Intoxicants.

(a) A person is guilty of driving while under the influence of intoxicating liquor, any drug or other intoxicant if that person drives a vehicle within the Reservation while:

(1) having 0.08 grams or more of alcohol per 2 hundred 10 liters of breath as shown by analysis of the person's breath;

(2) having 0.08 percent or more by weight of alcohol in the person's blood as shown by analysis of the blood;

(3) under the influence of or affected by any, some, or all of the following: intoxicating liquor, any drug or glue or other intoxicating substance; or any combination of such substances.

(b) The fact that any person charged with a violation of this section is or has been entitled to use of such drug under the laws of the Tribe, or any other jurisdiction, shall not constitute a defense against any charge of violating this section.

(c) Driving While Under the Influence is punishable by a period of incarceration of not less than 5 days nor more than 30 days; a fine of not less than \$100 and not more than \$300, or both such fine and imprisonment.

(d) A second or subsequent conviction of the crime of Driving While Under the Influence within 5 years shall be punishable by a period of incarceration of not less than 30 days and not more than 90 days; a fine of not less than \$300 and not more than \$500, or both such fine and imprisonment.

15-13.02 Physical Control of Vehicle Under the Influence.

(a) Definitions:

(1) "Actual physical control" means any person who is seated in the driver's seat of a motor vehicle or is in a position to regulate the vehicle's movement;

Legislative History-Amended 07/05/06, Resolu. 2006-478

(2) "Moved" means the vehicle has been driven or removed from the roadway and did not leave the roadway as a result of a collision or other force beyond the control of the vehicle's driver;

(3) "Safely off the roadway" for purposes of this provision means that the driver or another person has moved the vehicle from the traveled portion of the roadway, the vehicle is no longer running, and the evidence shows the driver no longer intends to drive back onto the roadway.

(b) A person is guilty of being in actual physical control of a motor vehicle while under the influence of intoxicating liquor, or any drug, if the person has actual physical control of a vehicle within the Reservation:

(1) While the person has an alcohol concentration of 0.08 or higher; or

(2) While the person is under the influence of or affected by intoxicating liquor or any drug; or

(3) While the person is under the combined influence of or affected by intoxicating liquor and any drug.

(c) The fact that a person charged with a violation of this section is or has been entitled to use a drug under the laws of the Spokane Revised Law and Order Code does not constitute a defense to any charge of violating this section.

(1) No person may be convicted under this section if, before being pursued by a law enforcement officer, the person has moved the vehicle safely off the roadway.

(2) The Court shall punish a violation of this section in the same manner as violations of the RSLOC Provision 15-13.01.

15-13.17 Prohibited Use of Alcoholic Beverages in Vehicle.

(a) A person is guilty of prohibited use of alcoholic beverages in a vehicle if:

(1) the person is the driver or a passenger in a vehicle that has not been moved safely off the roadway; and

(2) the person:

A. drinks any alcoholic beverage while in the vehicle; or

B. has an open or unsealed receptacle containing an alcoholic beverage in their immediate possession or control in the vehicle; or

C. is the driver of a motor vehicle in which an open or unsealed receptacle containing an alcoholic beverage is present, unless the receptacle is kept in the trunk or other area of the vehicle that is not accessible to the occupants while the vehicle is moving.

(b) "Moved safely off the roadway," for purposes of this provision, means the driver or another person has moved the vehicle from the traveled portion of the roadway, the vehicle is no longer running, and the evidence shows that no person intends to drive back onto the roadway.

(c) Prohibited use of alcoholic beverages in a vehicle is punishable by incarceration for a period of not less than 3 days and not more than 30 days in jail; a fine of not less than \$100 nor more than \$200, or both such fine and imprisonment.

and culling programs, expanded methods of take to increase hunter harvest, or other general population reduction strategies. The intent of Alternative F is to allow State wildlife management agencies sufficient flexibility, within predefined guidelines, to deal with problems caused by resident Canada geese within their respective States. Other guidelines under Alternative F would include criteria for such activities as special expanded harvest opportunities during a portion of the Migratory Bird Treaty closed period (August 1–31), airport, agricultural, and public health control, and the non-permitted take of nests and eggs.

Dated: March 7, 2002.

Steve Williams,

Director.

[FR Doc. 02–7215 Filed 3–25–02; 8:45 am]

BILLING CODE 4310–55–P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

Roanoke River National Wildlife Refuge

ACTION: Notice of intent.

SUMMARY: This notice advises the public that the Fish and Wildlife Service intends to prepare an environmental impact statement to analyze the alternatives in the Draft Comprehensive Conservation Plan under development for the Roanoke River National Wildlife Refuge in North Carolina, pursuant to the National Environmental Policy Act and implementing regulations. Initial public scoping and review meetings were held in May 2001. A Wilderness Review of Roanoke River National Wildlife Refuge was conducted in accordance with the Wilderness Act of 1964, as amended, and Refuge Planning Policy 602 FW, Chapters 1, 2, and 3.

ADDRESSES: Comments and requests for information concerning this refuge may be addressed to: Bob Glennon, 1106 West Queen Street, PO Box 329, Edenton, North Carolina 27932; telephone 252/482–2364; fax 252/482–3855; cell 252/337–5284. Information concerning this refuge may be found at the following Web site: <http://rtncf-rci.ral.r4.fws.gov>.

If you wish to comment, you may submit your comments by any one of several methods. You may mail comments to the above address. You may also comment via the Internet to the following addresses: bob_glennon@fws.gov or FW4_FR_Planning@fws.gov. Please

submit Internet comments as an ASCII file avoiding the use of special characters and any form of encryption. Please also include your name and return address in your Internet message. If you do not receive a confirmation from the system that we have received your Internet message, contact Bob Glennon directly at the above address. Finally, you may hand-deliver comments to Mr. Glennon at 1106 West Queen Street, Edenton, North Carolina. Our practice is to make comments, including names and home addresses of respondents, available for public review during regular business hours. Individual respondents may request that we withhold their home address from the record, which we will honor to the extent allowable by law.

SUPPLEMENTARY INFORMATION: It is the policy of the Fish and Wildlife Service to have all lands within the National Wildlife Refuge System managed in accordance with an approved comprehensive conservation plan. The plan guides management decisions and identifies the goals, objectives, and strategies for achieving refuge purposes. Public input into this planning process is encouraged. The plan will provide other agencies and the public with a clear understanding of the desired conditions of the refuge and how the Service implements management decisions and sets forth goals, objectives, and strategies needed to accomplish refuge purposes and identify the Service's best estimate of future needs. These plans detail program planning levels that are sometimes substantially above current budget allocations and, as such, are primarily for Service strategic planning and program prioritization purposes. The plans do not constitute a commitment for staffing increases, operational and maintenance increases, or funding for future land acquisition. Roanoke River National Wildlife Refuge was established in August 1989, to protect and enhance wooded wetlands consisting of bottomland hardwoods and swamps with high waterfowl value along the Roanoke River.

Authority: The Service is furnishing this notice in compliance with the National Wildlife Refuge System Administration Act of 1966, as amended (16 U.S.C. 668dd *et seq.*), to (1) advise other agencies and the public of our intentions, and (2) to obtain suggestions and information on the alternatives to include in the environmental impact statement.

Dated: February 15, 2002.

Sam D. Hamilton,

Regional Director.

[FR Doc. 02–7186 Filed 3–25–02; 8:45 am]

BILLING CODE 4310–55–M

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Spokane Tribe of Indians Liquor Code

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the Spokane Tribal Liquor Code. The Code regulates the control, possession, and sale of liquor on the Spokane Tribe of Indians trust lands, in conformity with the laws of the State of Washington, where applicable and necessary. Although the Code was adopted on January 3, 2001, it does not become effective until published in the **Federal Register** because the failure to comply with the ordinance may result in criminal charges.

DATES: This Code is effective on March 26, 2002.

FOR FURTHER INFORMATION CONTACT: Kaye Armstrong, Office of Tribal Services, 1849 C Street NW., MS 4631–MIB, Washington, DC 20240–4001; telephone (202) 208–4400.

SUPPLEMENTARY INFORMATION: Pursuant to the Act of August 15, 1953, Public Law 83–277, 67 Stat. 586, 18 U.S.C. 1161, as interpreted by the Supreme Court in *Rice v. Rehner*, 463 U.S. 713 (1983), the Secretary of the Interior shall certify and publish in the **Federal Register** notice of the adopted liquor ordinances for the purpose of regulating liquor transaction in Indian country. The Spokane Tribal Liquor Code, Resolution No. 2001–098, was duly adopted by the Spokane Tribal Business Council on January 3, 2001. The Spokane Tribe of Indians, in furtherance of its economic and social goals, has taken positive steps to regulate retail sales of alcohol and use revenues to combat alcohol abuse and its debilitating effect among individuals and family members within the Spokane Tribe.

This notice is published in accordance with the authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs by 209 Departmental Manual 9.

I certify that by Resolution No. 2001–098, the Spokane Tribal Liquor Code, was duly adopted by the Spokane Tribal Business Council on January 3, 2001.

Dated: March 11, 2002.

Neal A. McCaleb,

Assistant Secretary—Indian Affairs.

The Spokane Tribal Liquor Code, Resolution No. 2001-098, reads as follows:

CHAPTER 24—LIQUOR CODE

Section 24-1. Purpose

The Spokane Tribe possesses the sovereignty to decide whether to allow liquor transactions on its Reservation. If the Spokane Tribe allows liquor transactions, it also possesses the sovereignty to regulate those transactions. By the enactment of this Code, the Spokane Tribe is permitting liquor transactions that are in conformity with this Code and 18 U.S.C. 1161. The Spokane Tribe also intends this Code to regulate and control the sale, distribution and possession of liquor. This code is adopted pursuant to Article VIII of the Constitution of the Spokane Tribe of Indians.

Section 24-2. Title and Jurisdiction

24-2.01. Title. This Chapter shall be known as the Spokane Tribal Liquor Code.

24-2.02. Jurisdiction. The Spokane Tribe of Indians enacts this Code to apply to all lands under its jurisdiction, namely all lands and water areas within the exterior boundaries of the Spokane Reservation, any extensions of the Reservation, and all Spokane Tribal and allotted Indian lands outside the exterior boundaries of the Spokane Indian Reservation, as well as those lands that fulfill the definition of Indian Country as defined in 18 U.S.C. 1151 and 1154.

Section 24-3. Definitions.

24-3.01. Definitions. For the purposes of this Chapter, unless otherwise required by the context, the following words and phrases shall have the designated meanings:

(1) *Alcohol.* That substance known as ethyl alcohol, hydrated oxide of ethyl, or spirit of wine, which is commonly produced by the fermentation or distillation of grain, starch, molasses, or sugar, or other substances including all dilutions and mixtures of this substance. This term does not include alcohol which is intended to be or has been denatured and used as a fuel for use in motor vehicles, farm implements and machines or implements of husbandry.

(2) *Beer.* Any beverage obtained by the alcoholic fermentation of an infusion or decoction of pure hops, or pure extract of hops and pure barley malt or other wholesome grain or cereal

in pure water containing not more than 4% of alcohol by weight, and not less than one-half of 1% of alcohol volume. For purposes of this Chapter any such beverage, including ale, stout and porter containing more than 4% of alcohol by weight shall be regulated the same as beer.

(3) *Business Council.* The Spokane Tribal Business Council.

(4) *Commercial Sale.* The transfer, exchange or barter, in any manner or by any means whatsoever for a consideration, by any person, association, partnership, or corporation of liquor and beer products.

(5) *Licensed Operator.* That person licensed by the Spokane Liquor Commission to operate a liquor outlet.

(6) *Liquor.* Includes the four varieties of liquor herein defined (alcohol, spirits, wine and beer), and all fermented, spirituous, vinous, or malt liquor, or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquid or solid or semi-solid or other substance, patented or not, containing alcohol, spirits, wine and beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semi-solid, or other substance, which contains more than 1% of alcohol by weight shall be conclusively deemed to be intoxicating.

(7) *Liquor Outlet.* A tribally licensed retail sales business selling liquor products by the package or the drink on the lands under the jurisdiction of the Tribe and this Code.

(8) *Package.* Any container or receptacle used for holding liquor.

(9) *Public Place.* Includes streets and alleys of towns; highways or roads; buildings and grounds used for school purposes; public halls and grounds adjacent thereto; those parts of establishments where beer or liquor may be sold under this title, soft drink establishments, public buildings, public meeting halls, lobbies, halls of tribal buildings, restaurants, theaters, stores, garages and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; publicly owned parks and/or playgrounds; tribal fairgrounds, and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

(10) *Regulations.* Those rules and policy regulations made by the Spokane Liquor Commission.

(11) *Spirits.* Any beverage which contains alcohol obtained by

distillation, including wines exceeding 24% of alcohol by volume.

(12) *Spokane Liquor Commission.* The Board that shall administer this Chapter and is empowered as set out in Section 24-4 of this Chapter.

(13) *Tribe.* The Spokane Tribe of Indians.

(14) *Wine.* Any alcoholic beverage obtained by fermentation of fruits (grapes, berries, apples, et. cetera) or other agricultural product containing sugar, to which any saccharine substances may have been added before, during or after fermentation, and containing not more than twenty-four percent of alcohol by volume, including sweet wines fortified with wine spirits, such as port, sherry, muscatel and angelica, not exceeding twenty-four percent of alcohol by volume.

Section 24-4. Membership and Powers of the Spokane Liquor Commission

24-4.01. Membership. The Spokane tribal Business Council shall be the Spokane Liquor Commission. The Council may, if it so wishes, appoint others as a Commission to serve in its stead. That Commission shall be composed of no less than five and no more than seven members.

24-4.02. General Powers. The Commission is empowered to:

(1) Administer this Code by exercising general control, management, and supervision of all liquor sales, places of sale and sales outlets as well as exercising all powers necessary to accomplish the purposes of this Code;

(2) Adopt and enforce rules and regulations in furtherance of the purposes of this Code and in the performance of its administrative functions;

(3) License each liquor outlet within the jurisdiction of the Spokane Tribe of Indians;

(4) Examine the records of each liquor outlet at a time and place convenient to both the licensed operator and the Commission;

(5) Revoke any license issued to a liquor outlet at its informed discretion;

(6) Inspect the physical premises of each liquor outlet;

(7) Designate any area, upon application of the owner, where public consumption of liquor may occur;

Section 24-5. Licensing of Liquor Outlet

24-5.01. License Required. Each liquor outlet is required to possess a license granted by the Commission.

Section 24-6. Application for Liquor Outlet License

24-6.01. Application. Applications for a liquor outlet license may be obtained

at the Tribal Office. Completed applications shall be submitted to the Liquor Commission. Members of the Spokane Tribe of Indians shall have preference over other applicants for licenses.

24-6.02. Application Fee. Each application shall be accompanied by an application charge or fee of \$100.00, which shall be non-refundable, even if the applicant is not granted a license. The application fee for special use liquor license to be issued under 24-6.04 shall be \$15.00.

24-6.03. Grant of License. The Commission shall review the application and may, if it deems necessary, request additional information and documentation from the applicant. If the Commission is satisfied that the applicant is a suitable and reputable person, the Commission may issue a license for the sale of liquor products. The Commission shall state on the license whether the license is for the sale of liquor by the drink, by the package, or both. A license shall only entitle the operator to one outlet. A license may be granted for the sale of only beer or wine by the drink.

24-6.04. License Renewal. A license shall be issued for the period of two years. This license shall be non-transferrable. The license shall be renewable every two years at the discretion of the Commission, with the operator filing a new application and paying the filing fee. The Commission may also issue a special use liquor permit to persons paying the necessary application fee under 24-6.02 for a maximum period of three (3) days as long as the liquor to be sold or distributed is in conjunction with regularly scheduled community or social events.

24-6.05. Limitation on Licenses. The Commission shall carefully limit the number of licenses and limit the location of the licenses to protect the health, safety and welfare of the people. The number and location of the licenses is within the sole discretion of the Commission.

24-6.06. Designation of Public Use Area. An applicant may apply for a designation as a public use area. The applicant shall be responsible for obtaining a liquor license and shall so indicate in its application that the application is for the purpose of consumption of liquor on the premises. All provisions of this Chapter shall apply to any area so designated unless specifically excluded.

Section 24-7. Restrictions on Liquor Outlets

24-7.01. Sales to Minors. No licensed operator shall give, sell or otherwise supply liquor to any person under 21 years of age, either for his or her own use or for the use of his or her parents or for the use of any other person.

24-7.02. Consumption of Liquor Upon Licensed Premises Prohibited. No licensed operator shall permit any person to open or consume liquor on his or her premises or any premises adjacent thereto and in his or her control, unless the operator has a license to sell liquor by the drink or has otherwise been designated under this chapter as a location where public consumption of liquor may occur.

24-7.03. Conduct on Licensed Premises

(1) No Tribal operator shall be disorderly, boisterous or intoxicated on the licensed premises or on any public premises adjacent thereto which are under his or her control, nor shall he or she permit any disorderly, boisterous or intoxicated person to be thereon; nor shall he or she use or allow the use of profane or vulgar language thereon.

(2) No operator or employee shall consume liquor, beer or wine while working on the licensed premises.

(3) No operator shall permit suggestive, lewd or obscene conduct or acts on his or her premises.

24-7.04. Employment of Minors. No person under the age of 21 years shall be employed in any service in connection with the sale or handling of liquor, either on a paid or voluntary basis, except as otherwise provided herein. Employees 18 years or older may sell and handle beer or wine not to be consumed on the premises provided that there is direct supervision by an adult 21 years of age or older.

24-7.05. Display of License. Any Tribal operator issued a license shall frame under glass and display the license on the premises.

24-7.06. Operator's Premises Open to Commission Inspection. The premises of all Tribal operators, including vehicles used in connection with liquor sales, shall be open at all times to inspection by the Commission.

24-7.07. Hours of Operation. All liquor outlets, with the exception of grocery stores or convenience stores selling only beer or wine, shall close by 3:00 a.m. and not reopen before 6:00 a.m.

24-7.08. Records Confidential. All records of the Commission shall be confidential.

Section 24-8. Sovereign Immunity Preserved

24-8.01. No Waiver of Sovereign Immunity. Nothing in this Chapter is intended or shall be construed as a waiver of the sovereign immunity of the Spokane Tribe of Indians or its officials. No official, agent or employee of the tribe is authorized, nor shall he or she attempt, to waive the immunity of the Tribe or its officials.

Section 24-9. Tribal Liability and Credit

24-9.01. No Liability by Tribe. An operator is forbidden to represent or give the impression to any supplier or any other person with whom he or she does business that he or she is an official representative of the Tribe or Commission authorized to pledge Tribal credit or financial responsibility for any of the expenses of his or her business operation. The operator shall hold the Spokane Indian Tribe and the Spokane Liquor Commission harmless from all claims of liability of whatever nature.

Section 24-10. Insurance

24-10.01. Insurance. The operator shall maintain at his or her expense adequate insurance covering liability, fire, theft, vandalism and other insurable risks. The Commission or the Tribal Business Committee may establish as a condition of any license higher limits and any additional coverage it deems advisable.

Section 24-11. Revocation of Operator's License

24-11.01. Grounds for Revocation. Failure of an operator to abide by the provisions of this Chapter and any additional regulations or requirements imposed by the Spokane Liquor Commission will constitute grounds for revocation of the operator's license.

24-11.02. Notice of Revocation. If by a majority vote of the members of the Spokane Liquor Commission, it is decided that grounds exist for the revocation of a license of any operator, notice shall be given to the operator of a hearing at which the grounds and evidence of such a revocation shall be presented by the Commission, and an opportunity shall be presented to the operator to answer any charges, produce evidence, and make argument on his or her behalf. Such hearing shall be held within ten days of such notice, but may be continued to a later date if both the Commission and the operator consent.

24-11.03. Request for a Rehearing. If after notice and hearing, the Commission revokes an operator's license, the operator may within ten days after such revocation, petition the Commission for a rehearing. The

petition shall state the basis for a rehearing, including all newly discovered evidence or information not before the Commission at the first hearing. The Commission shall grant or deny the request for a rehearing within twenty days of the receipt of the petition.

24-11.04. Judicial Review of Revocation. An operator whose license was revoked may petition the Spokane Tribal Court for review of the decision within twenty days of the written decision of the Commission. The appeal shall be on the record and shall not be heard de novo. If the Court finds that the order of the Spokane Liquor Commission was arbitrary and capricious, clearly erroneous, in violation of the Constitution of the Spokane Tribe of Indians, in violation of the Constitutional rights of Indians as set forth in 25 U.S.C. 1301-1303, made upon unlawful procedures or some other error of law, the Court shall vacate the order of the Commission and remand to the Commission for the re-issuance of a license.

24-11.05. Scope of Review Limited to Issue of Revocation. By authorizing such a review of its decision, the Spokane Tribe is not waiving its sovereign immunity explicitly or implicitly, but providing operators with a judicial review of its decisions. Thus suits against the Spokane tribe of Indians or its officials for damages or any other relief are not authorized by this Chapter.

24-11.06. Judicial Review Not Granted to Those Denied a License Upon Application. An application for a liquor license is a privilege and not a right. Thus a simple denial of an application for a license is not entitled to judicial review in the Spokane Tribal Court.

24-11.07. Emergency Powers. If for an extremely serious reason, such as the keeping of the peace or the health and welfare of the people, the Commission finds it necessary to close the premises of a liquor outlet, it may do so provided that a hearing is provided to the licensed operator within three days (excluding weekends and holidays) of the closing of the liquor outlet.

Section 24-12. Violations

24-12.01. Any person(s) who shall violate any provision of this Chapter shall be subject to one or all of the following civil remedies:

(1) A civil penalty of up to \$500.00 per occurrence per day and confiscation of all proceeds of such activities.

(2) A civil injunction against continued violations of this Chapter.

(3) Exclusion from the Spokane Reservation in conformity with Chapter 21 of the Spokane Tribal Code.

(4) If licensed operators, the revocation of the liquor outlet license.

Section 24-13. Severability

24-13.01. Severability. If any provision of this Chapter or its application to any person or circumstance is held invalid, the remainder of the Chapter or the application of the provision to other persons or circumstances is not affected.

Section 24-14. Previous Liquor Codes and Ordinances Abrogated

24-14.01. Previous Code Provisions Abrogated. It is the intent of the Spokane Indian Tribe and of the Spokane Business Committee that this liquor code cited above totally supersedes and stands in the place of any previously existing codes and ordinances relating to liquor.

[FR Doc. 02-7238 Filed 3-25-02; 8:45 am]

BILLING CODE 4310-4J-P

DEPARTMENT OF THE INTERIOR

National Park Service

General Management Plan Abbreviated Final Environmental Impact Statement Death Valley National Park, California/ Nevada; Notice of Approved Record of Decision

SUMMARY: The Department of the Interior, National Park Service, has prepared a Record of Decision on the Final General Management Plan and Abbreviated Final Environmental Impact Statement for Death Valley National Park. The Record of Decision includes background on the conservation planning effort, a description of the decision made and synopses of other alternatives considered, the basis for the decision, findings on impairment of park resources and values, a description of the environmentally preferable alternative, a discussion of measures to minimize environmental harm, and an overview of public and agency involvement in the decision-making process. The new General Management Plan will be used by park staff as a "blueprint" for managing the park over the next 10-15 years.

Decision (Selected Action): As detailed in the Record of Decision, the National Park Service (NPS) will implement Alternative 1, the proposed action, described in the Revised Draft Environmental Impact Statement and General Management Plan and the

Abbreviated Final Environmental Impact Statement and General Management Plan. As a public service subsequent to the approval of the Record of Decision, the NPS will excerpt and reprint the final General Management Plan (the selected alternative) as a stand-alone Presentation Plan document. The selected alternative was both the agency-preferred alternative and the environmentally preferred alternative.

The selected plan represents the best mix of actions, policies, and strategies for the management of Death Valley National Park, given diverse public opinion and varying mandates. The General Management Plan (GMP) envisions the park as a natural environment and a cultural landscape (an arid ecosystem overlain by many layers of human occupation and use from prehistoric to historic to the present time), where the protection of native desert ecosystems and processes is assured for future generations. The protection and perpetuation of native species in a self-sustaining environment is a primary long-term goal. The GMP seeks to manage the park to perpetuate the sense of discovery and adventure that currently exists. This means limiting new development inside the park. The GMP envisions adjacent "gateway" communities as providing increased support services (food, gas, and lodging) for visitors, but also seeks to retain current opportunities for roadside camping, backcountry camping, and access to the backcountry via existing primitive roads, consistent with the NPS mission. The current park management strategies and policies will apply to the new park lands and put in place the necessary planning and management components to adequately address the Wilderness designation of 95% of the park lands. The GMP also fulfills the NPS mission of resource preservation and provision of visitor services while achieving other mandates from Congress. A stated goal of the GMP is to seek funding to purchase private property within the park from willing sellers.

Other Alternatives Considered: In addition to the proposal, other alternatives considered included "existing management" and an "optional management" approach. The existing management alternative (Alternative 2) describes the continuation of current management strategies. It is commonly referred to as the no-action or status quo alternative. It provides a baseline from which to compare other alternatives, to evaluate the magnitude of proposed changes, and to assess the potential environmental