

**MEMORANDUM OF AGREEMENT
BETWEEN
PORT MADISON ENTERPRISES,
AN AGENCY OF THE SUQUAMISH TRIBE,
AND
THE WASHINGTON STATE LIQUOR CONTROL BOARD
CONCERNING AUTHORIZATION OF LIQUOR SALES**

I. Parties

The Parties to this Memorandum of Agreement ("MOA") are Port Madison Enterprises ("PME"), a governmental agency of the Suquamish Tribe ("Tribe"), and the Washington State Liquor Control Board (the "Board") (each a "Party," collectively "the Parties").

The Suquamish Tribe 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 and trust lands (hereafter "Indian Country").

Port Madison Enterprises is a governmental agency wholly owned by the Suquamish Tribe, chartered under Chapter 11.4 of the Suquamish Tribal Code. In Chapter 11.4, the Tribe delegated certain of its powers to PME and its Board of Directors, including without limitation the powers to communicate and negotiate with representatives of other governments, to enter into contracts, to operate the Suquamish Tribal Liquor Enterprises, and to engage in activities and take such actions necessary for carrying out these and other powers.

The Washington State Liquor Control Board is an executive department of Washington State government operating under the authority of the Governor, with statutory authority with respect to liquor regulation under Title 66 R.C.W.

II. Purpose

The introduction, possession and sale of liquor in Indian Country have, since treaty time, been clearly recognized as matters of special concern to Indian tribes and to the United States federal government. Federal law currently prohibits the introduction of liquor into Indian Country, leaving tribes the decision regarding when and to what extent liquor transactions will be permitted. After serious deliberation, the Tribe has determined that present day circumstances make a complete ban of liquor within Indian Country ineffective and unrealistic. At the same time, the need still exists for strict regulation and control over liquor distribution.

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 does 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 Tribe adopted a liquor ordinance which was certified by the Secretary of Interior and published in the Federal Register, as amended, on April 14, 1981.

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 PME, on behalf of the Tribe, and the Board, on behalf of the State of Washington, to 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 PME and its wholly-owned enterprises in Indian Country.

III. Definitions

- A. "Board" means the Liquor Control Board and its staff.
- B. "Indian Country" means the lands of the Suquamish Indian Tribe as defined by 18 U.S.C. § 1151, including the Tribe's Port Madison Indian Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members.
- C. "STC" means the Suquamish Tribal Code.
- D. "MOA" means this Memorandum of Agreement.
- E. "Parties" means the Board and PME.
- F. "Tribal Enterprise" means a wholly-owned business enterprise of PME.
- G. "Tribal Member" means an enrolled member of the Suquamish Indian Tribe.
- H. "Tribally-Licensed Business" means a business licensed, but not wholly-owned, by the Tribe pursuant to the STC.

I. "Tribe" means the Suquamish Indian Tribe.

IV. Terms of Agreement

A. Liquor Licensing.

1. Tribe 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 obtaining and/or maintaining one or more state licenses for the sale of liquor in Indian Country, PME and its Tribal Enterprises will hereafter make liquor sales in Indian Country pursuant to the terms of this MOA.
2. Tribal Members and Tribally-Licensed Businesses. Tribal Members and Tribally-Licensed Businesses located in Indian Country will comply with all applicable State licensure requirements and State law, and prior to issuance of any State license, will obtain approval from the Tribe to sell liquor in Indian Country pursuant to STC. No enterprise owned and operated by a Tribal Member or Tribally-Licensed Business will be considered a "location" for purposes of this MOA.

B. Location of Sales.

1. Current Locations. PME and its Tribal Enterprises currently make liquor sales in Indian Country at the following locations under the state licenses specified below:
 - a) Suquamish Clearwater Casino
License Number: 079392
License Type: Spirits/Beer/Wine Restaurant/Lounge with Catering
Endorsement
Address: 15347 Suquamish Way NE #A, Suquamish, WA 98392
 - b) Suquamish Clearwater Casino Resort
License Number: 400111
License Type: Hotel
Address: 15347 Suquamish Way NE, #B, Suquamish, WA 98392

- c) Kiana Lodge
License Number: 369855
License Type: Spirits/Beer/Wine Restaurant Convention Center (with 4 duplicates and direct shipment)
Address: 14976 Sandy Hook Rd NE, Poulsbo, WA 98370
- d) Masi Shop
License Number: 369766
License Type: Grocery Store Beer/Wine and CLS Spirits Retailer (with endorsements for spirits, beer, and wine tastings)
Address: 16281 State Highway 305 NE, Poulsbo, WA 98370
- e) Longhouse Texaco
License Number: 365434
License Type: Grocery Store Beer/Wine
Address: 15915 State Highway 305 NE, Poulsbo, WA 98370
- f) Suquamish Village Shell
License Number: 085465
License Type: Grocery Store Beer/Wine
Address: 18480 Suquamish Way NE, Suquamish, WA 98392
- g) White Horse Golf Club
License Number: 410612-1V
License Type: Spirits/Beer/Wine Restaurant/Lounge (50%+ dining area) (with golf course service)
Address: 22795 Three Lions Place NE, Ste B, Kingston, WA 98346

The Parties agree that liquor sales currently allowed pursuant to the licenses specified above, as well as additional liquor sales not currently authorized under such licenses that PME and its Tribal Enterprises may wish to add or modify at these or other locations in the future, will hereafter be governed by the terms of this MOA in lieu of otherwise applicable state law.

2. New or Expansion of Current Locations. PME and its Tribal Enterprises may amend or expand the locations where liquor is sold and/or served as listed in subsection (IV)(B)(1) in accordance with the terms set forth in this MOA. PME and its Tribal Enterprises will notify the Board in writing of the addition of a new location for sale or service of alcohol and/or the addition of privileges at an existing location. For new locations within the footprint of an existing facility or

for the addition of privileges at an existing location, said notification will be provided at least 30 days prior to the effective date of said change. For new locations outside the footprint of an existing facility, said notification will 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 that the premises is located in Indian Country;
- d) Certification to the Board by PME that PME has adequately addressed the issues necessary to prevent the misuse of alcohol and prevent minor access to alcohol at the locations pursuant to subsection (C)(2) and (3) below; and
- e) An update to the Operating Plan referenced in subsection (C)(2) and (3) below.
- f) If new location is outside the original footprint, identify how the location will be policed, i.e., tribal police or other law enforcement agency for service calls or regular patrols.
- g) If the new location has off-premises sales and there is a drive through window, PME will provide written verification that no liquor sales will take place through said drive through window.

The Board will then do the following:

- a) Determine if the additional location necessitates fee re-negotiation.
 - b) Notify the appropriate parties in Enforcement to determine impact.
3. Without resolving jurisdictional questions that may arise, the Board and PME 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.
- a) When PME or its Tribal Enterprises proposes to open an additional location at a new and unique address 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. PME agrees to make contact with the city or county about the new location. The Board and PME agree that the primary purpose of the contact/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 Country is primarily a matter of intergovernmental courtesy.

- b) When any other business operating in Indian Country applies for a liquor license, the Board agrees that such license will not be granted without the business first obtaining express written consent of and licensure by the Tribe, as required by the STC.

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 PME in Indian Country, the Parties agree that it is in the mutual interest of PME and the Board that PME and its Tribal 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, PME and its Tribal Enterprises will be treated as holding the necessary authority to make liquor sales. To the extent necessary, the Board agrees to work with PME and with any third party distributors to assure such distributors that PME is legally authorized to purchase liquor pursuant to the terms of this MOA.
2. Liquor Sales Authority. The Board agrees PME and its Tribal Enterprises are authorized to sell and serve liquor in Indian Country provided they have submitted an approved Operating Plan containing the following elements:
 - a) The location, nature, and times of liquor sales (see Exhibit A);
 - b) The training of staff involved in liquor sales. It is required that persons responsible for serving alcohol for on-premises consumption possess a Mandatory Alcohol Server Training (MAST) permit (see Exhibit B);
 - c) A regulatory enforcement and compliance plan (see Exhibit C); and
 - d) Consideration of proximity of alcohol sales to a school, church, or non-tribal public institution;

- e) Confirmation that the land on which alcohol sales are to occur is either reservation or trust land held by the Tribe (see Exhibit D);
 - f) Any lease, purchase, partnership or franchise agreement with a non-tribal entity which directly relates to the location where alcohol is sold or served;
 - g) A copy of the Tribe's ordinance permitting the sale of liquor in Indian Country (see Exhibit E);
 - h) Other information as deemed necessary by agreement between the Board and PME.
3. On-Premise Consumption. In addition, for locations providing liquor service by the drink for on-premises consumption, PME will include in its Operating Plan the following factors, as applicable to each particular location:
- a) The location, nature, and times of liquor sales (see Exhibit A);
 - b) A description of how PME will prevent the sale of alcohol to persons under 21 years of age and those who appear to be intoxicated (see Exhibit B);
 - c) A security plan. Those serving alcohol must at minimum possess a valid Mandatory Alcohol Server Training permit (see Exhibit B);
 - d) The nature of any special events or entertainment events hosted on the premises including security and alcohol service plans for these events (see Exhibit B); and
 - e) Any other special conditions considered necessary to protect public safety based on the type of events to be held at PME facilities.
4. Consultation and Agreement on the Operating Plan. In consultation with PME, the Board will then determine if PME has met the public safety requirements consistent with 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 PME's operations and that one purpose of this MOA is to allow flexibility with respect to PME operations. PME 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 PME's interests as reflected in PME'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. If PME objects to the disapproval or to approval of any conditions imposed by the Board, it may invoke the dispute resolution provisions of subsection (F). The Board hereby approves the initial Operating Plan as attached as Exhibit A and the Safety and Training Provisions as attached as Exhibit B.

5. Annual Payment to the Board. PME agrees to pay the Board \$11,508.00 annually in lieu of any license fees. This annual fee will be due on or before May 31st of each year this MOA is in effect. For the remainder of the license period to May 31, 2015, the Board will credit PME all payments already made for its existing licenses. Either Party may invoke a renegotiation of this fee based on substantial changes to the Operating Plan (Exhibit A) or the Enforcement/Compliance Plan (Exhibit C) where said changes substantially modify the regulatory effort required by the Board. Notice by the Party requesting renegotiation of this annual fee will include a written reason for the request.
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 subsection IV(C)(5) of the 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 as outlined herein and in the MOA shall remain in effect pending 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 and the Tribal Enterprises. The Parties agree to meet and pursue discussions of the applicability of any new fees or taxes on an expedited basis.
7. DOR Suspension Requests. 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 a taxpayer is more than thirty days delinquent in reporting or remitting spirits taxes. The Board asserts that a failure by PME to pay a spirits tax alleged to be due and owing by the Department would constitute a breach of this MOA. However, PME disagrees that such a 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. § 1161 does not allow the Board to prohibit Tribal liquor sales or purchases by reason of asserted state tax noncompliance. In the event that the Board believes that PME has failed to remit a spirits tax that the Department asserts to be validly and legally due and owing, the Board will notify PME in accordance with Part V of this MOA. Within 90 days following the date of the notice, the Parties agree to meet and confer in an effort to resolve the issue consistent with any related settlement between PME 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 within six months after the date of the notice, either Party may involve the dispute resolution provisions of Section IV(F) of this MOA. This Section C.6 does not apply to sales where PME or a Tribal Enterprise is the retail customer.

8. Reporting Requirements. In the event the Board's audit of a distributor or other supplier to PME reveals a discrepancy that can best be reconciled through comparison to PME's spirits retail sales records, PME agrees, 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. Sponsorships/Advertising. The Board acknowledges and agrees that in lieu of holding any specific licenses under state law, PME will be subject to the terms of this MOA. However, should PME wish to enter into arrangements with a manufacturer, importer, or distributor for brand advertising and/or promotion of events at PME's outdoor concert venue or events center that, absent this MOA, would typically be regulated as part of a specific license, PME may enter into such arrangements upon the prior approval of the Board. This MOA grants PME the privileges afforded Sports Entertainment venues of 5,000 seats or more under R.C.W. § 66.24.570(6).

D. Enforcement. The Parties will handle enforcement issues in accordance with Exhibit C.

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

PME agrees that sales of liquor by PME and its wholly-owned enterprises will conform to Title 66 RCW and Title 314 WAC to the extent required by 18 U.S.C. § 1161. To the extent any terms in this MOA conflict with Title 66 RCW or Title 314 WAC, the terms of this MOA will control. The Parties agree that RCW § 66.24.010(2), which provides for criminal background checks of applicants, is inapplicable to PME and its Tribal Enterprises. Any other express exemptions from statute must be negotiated individually between PME and the Board.

F. Dispute Resolution.

1. Neither PME, nor the Board, nor officers acting on either government agency'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 PME and the Board upon an issue of compliance with the MOA by either government agency, or by their officers, employees or agents, PME and the Board will 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 must set out the issues in dispute and the notifying Party's position on each issue.
- b) Meet and Confer. The first stage of the process will include a face-to-face meeting between representatives of the two government agencies to attempt to resolve the dispute by negotiation. The meeting must be convened within 30 days after the receiving Party's receipt of the written notice described in subsection (a). The representatives of each government agency will come to the meeting with the authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the Parties.
- c) Mediation. The second stage of the process will be that if the Parties are unable to resolve the dispute within sixty (60) days after the receiving Party's receipt of the written notice sent under subsection

(a) above, the Parties will engage the services of a mutually agreed upon qualified mediator to assist them in attempting to negotiate the dispute. Costs for the mediator will be borne equally by the Parties. The Parties will 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 will be that directed by the mediator. If the dispute is resolved, the resolution will be memorialized by the mediator in a writing signed by the Parties, which will bind the Parties.

d) Arbitration.

i. If a Party terminates the process before completion, or if the mediator determines that the dispute cannot be resolved in the mediation process, or if the dispute is not resolved within one hundred and twenty (120) days after the date the mediator is selected, either Party may initiate binding arbitration proceedings under the rules of the American Arbitration Association ("AAA"), but AAA need not administer the arbitration. If the arbitrator determines that a Party is in violation of a material provision of this MOA, and such violation is not or cannot be cured within thirty (30) days after the arbitrator's decision, then the other Party may terminate this MOA with sixty (60) days' prior written notice.

ii. In the event that PME disagrees with any final order of the Board pursuant to Exhibit C, Section 3(A)(iii)(b)(i), PME may, within thirty (30) days after receiving notice of the Board's decision, initiate binding arbitration proceedings under the rules of the American Arbitration Association ("AAA"), but AAA need not administer the arbitration. Initiation of binding arbitration must be based on a final order issued by the Board and said arbitration is intended to substitute for judicial review of Board actions provided for in RCW Chapter 34.05, Part V of the Administrative Procedures Act. Initiating such arbitration will stay the Board's action at issue in the arbitration. PME may present to the arbitrator that the Board's decision was inappropriate in light of mitigating circumstances or otherwise, and the Board may present extenuating circumstances or otherwise defend its decision. The arbitrator's decision to uphold, reject, or amend the Board's decision will be final and

binding on the Parties.

iii. Each Party will bear its own legal costs incurred under either subsection (a) or (b), and all costs of the arbitrator will be shared equally.

2. If, at any time after the effective date of this MOA, the Board enters into an agreement, compact, or consent decree with any other federally recognized Indian tribe or governmental agency thereof, of or relating to the regulation of liquor in Indian Country which includes a "most favored nation" provision, then, upon PME's written request, this MOA will be amended to include such provision. A "most favored nation" provision is defined as language by which the Board agrees to accord a tribe or tribal government agency the same favorable terms that are offered in later agreements with any other tribe or tribal government agency. This will not be construed to require that the Board offer PME the option to receive the same terms offered to every tribe or tribal government agency, in the absence of a most favored nation provision in the MOA.
 3. In any action filed by a third party challenging either PME's or the Board's authority to enter into or enforce this MOA, PME and the Board each agree to support the MOA and defend each of their authority to enter into and implement this MOA; provided, however, that this provision does not waive, and must not be construed as a waiver of, the sovereign immunity of the Tribe, PME, or its Tribal Enterprises..
- G. Sovereign Immunity. The Board agrees that the signing of this MOA by PME does not imply a waiver of sovereign immunity by the Tribe, PME, or its Tribal Enterprises and is not intended by PME as a waiver of sovereign immunity, and that any action by the Board in regard to liquor sales by PME will be in accord with this MOA.
- H. No Limitation. The Parties agree that the signing of this MOA and the resultant benefits and obligations will not be construed as limiting any otherwise lawful activity of the Tribe, PME or its Tribal Enterprises, and will not subject the Tribe, PME, or its Tribal Enterprises to any state jurisdiction not agreed to in this MOA.
- I. Updated Information. PME and its Tribal Enterprises will review any Operating Plan on an annual basis and notify the Board of any substantial changes in the plan or procedures. This review is in addition to the notification of changes in the service of alcohol referenced in subsection (B)(2).

- J. 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, PME may wish to expand its business activities into other areas, such as becoming a liquor distiller or marijuana producer, processor, and/or retailer. The Parties acknowledge that the legal backdrop for liquor distilleries and marijuana sales 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 PME, including operation of a liquor distillery, and the sale of marijuana and marijuana products by and/or to PME and/or other Tribal Enterprises in Indian Country. It should be noted that this MOA applies only to liquor per Section II.

V. Communication and Notice

- A. 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 Liquor Control Board: Sharon A. Hendricks
Compliance & Policy Manager
Liquor Control Board
3000 Pacific Avenue SE
Olympia, WA 98504-3080
sah@liq.wa.gov
360-664-1650

Lisa Reinke, LCB Enforcement Captain
Roberson Building, Ste 208
6240 Tacoma Mall Blvd
Tacoma, WA 98409-6819
lar@liq.wa.gov
253-471-4582

For PME: Rion Ramirez, General Counsel
Port Madison Enterprises
15347 Suquamish Way NE
Suquamish, WA 98392
RionRamirez@clearwatercasino.com
360-598-8766

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

- B. Notice. Any notice that may be or is required to be sent under this MOA must be sent as follows:

If to the Liquor Control Board: Compliance & Policy Manager
Liquor Control Board
3000 Pacific Avenue SE
Olympia, WA 98504-3080

With a copy to: LCB Enforcement Captain
Roberson Building, Ste 208
6240 Tacoma Mall Blvd
Tacoma, WA 98409-6819

If to PME: General Counsel
Port Madison Enterprises
15347 Suquamish Way NE
Suquamish, WA 98392

With a copy to: Tribal Chairman
Suquamish Tribe
18490 Suquamish Way
Suquamish, WA 98392

CEO
Port Madison Enterprises
15347 Suquamish Way NE
Suquamish, WA 98392

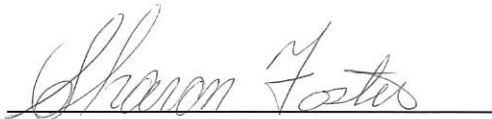
VI. Effect, Duration, and Amendment

- A. While the Parties intend to reach a perpetual agreement related to licensing of tribal liquor sales, this MOA will remain in effect for an initial term of five (5) years unless the Parties mutually agree in writing that the MOA should be vacated or terminated and superseded by a new MOA between the Parties within that time frame. Should the Parties fail to negotiate a perpetual agreement during the initial term of this MOA, the MOA will automatically renew for additional one-year periods unless either Party

provides written notice to the other, no later than 120 days before the expiration of the then-current one-year period, that it wishes to modify the terms of the MOA.

B. Amendment. No amendment or alteration of this MOA may arise by implication or course of conduct. This MOA may be altered only by a subsequent written document, approved by the Parties and signed by their duly authorized representatives, expressly stating the Parties' intention to amend this MOA.

This MOA is hereby made this 7 day of January, 2015.



Sharon Foster, Board Chair
Washington State Liquor Control Board



Greg George, Board President
Port Madison Enterprises



Ruthann Kurose, Board Member
Washington State Liquor Control Board



Chris Marr, Board Member
Washington State Liquor Control Board



Rick Garza, Agency Director
Washington State Liquor Control Board

EXHIBIT A
OPERATING PLAN:

Locations where alcohol is or will be served on Suquamish Tribal Lands by PME and/or Tribal Enterprises.

A. Suquamish Clearwater Casino Resort, 15347 Suquamish Way NE, Suquamish, WA 98392

#	Location	Type of Establishment	Hours alcohol is typically sold ¹	Nature of alcohol service
1.	Hotel rooms	Hotel	10am-10pm	Beer/wine/spirits by the drink or bottle with room service; complimentary bottle of beer/wine/spirits in select guest rooms upon check-in; locked honor-bars (beer/wine/spirits) with access limited to those 21 and over
2.	Hotel lobby	Hotel lobby	4pm-10pm (7 days/wk during summer, Fri and Sat only rest of yr)	Beer/wine/spirits Bar service (service bar only, no seating at bar), table service; tastings; ² complimentary b/w/s service for hotel guests only

¹ PME reserves the right to change the hours of service of each location as business dictates without notice to the Board, provided that PME does not sell, serve, or allow public consumption between 2am-6am. Any change in hours of service will not be an "additional privilege" requiring notice to the Board under the MOA. This footnote will apply to all venues at all PME locations, including without limitation the Suquamish Clearwater Casino Resort, the Gas Station and Convenience Stores, Kiana Lodge, and White Horse Golf Club.

² For all locations, "tastings" will be conducted as follows: guests over the age of 21 and not apparently intoxicated will be allowed a limited number and volume of complimentary samples of beer, wine, and/or spirits, served by MAST-certified employees within a designated service area.

3.	Hotel functions (meeting rooms, catered parties in hotel facilities, etc.)	Meeting/party	6am-2am depending on events scheduled	Beer/wine/spirits Catered by staff (may be hosted or non-hosted bar, payment by cash or drink ticket); may include bottle service or tastings for some events
4. ³	Hotel event lawn and back patio areas	Outdoor event area	Before and during events (never between hours of 2am and 6am)	Beer/wine/spirits Sales made at Hotel lobby bar and outdoor venues; drinks may be consumed anywhere within the event area
5.	Small outdoor venues (pool patio, Buffet patio)	Outdoor areas	6am-2am depending on events scheduled	Beer/wine/spirits Bar service, table service depending on event
6.	Beach Rock Lounge	Bar, Restaurant, Lounge	10am-2pm	Beer/wine/spirits Bar service (could include a hosted bar for certain special events); table service; tastings
7.	Hidden Cove Bar	Bar	1pm-10pm Su-Th Noon-2am Fri & Sa	Beer/wine/spirits Bar service

³ For lawn concerts and other large, special events open to the public, the special events provisions of Exhibit B, Section C will apply. For the avoidance of doubt, these provisions will not apply to private meetings and events such as conferences and weddings. As a way of giving back to the community, PME puts on approximately 8-10 family-friendly, outdoor concerts each year during the summer months. Other types of large, special events open to the public are held on a very occasional basis, perhaps 2-3 per year. These tend to be things like themed dinners.

8.	Sunset Bar	Bar	4pm-9pm Su-Th/4pm-2am Fri & Sa	Beer/wine/spirits Bar service; tastings
9.	Casino floor	Casino	10am-2am	Beer/wine/spirits Orders taken and delivered by servers at guests' locations on gaming floor; beverage cart; additional temporary service bars set up for some special occasions
10.	Cedar Steakhouse	Fine dining	4pm-9pm Su, W, Th; 4pm-10pm Fri, Sa	Beer/wine/spirits Table service; tastings
11.	Longhouse Buffet	Buffet dining	Brunch (Weekdays 11am-2:30pm; Sa & Su 10am-2:30pm) and Dinner (4pm-9pm Su-Th; 4pm-10pm Fri & Sa)	Beer/wine/spirits Table service
12.	Casino Gift Shop	Gift/sundry shop	9am-10pm Su-Th; 9 am-Midnight F-Sa.	Beer/wine/spirits for off-premises consumption
13.	Angeline Spa	Spa	9am-9pm Tu-Sun	Beer/wine/spirits served to spa guests
14. ⁴	Casino Parking Lot	Occasionally hold special events in a designated area	6am-2am, depending on event	Bar/table service Special events: See Ex. B, § C

⁴ The special events procedures of Exhibit B, Section C will apply.

15. ⁵	Casino Parking Garage	Occasionally close floor to private event	6am-2am, depending on event	Bar/table service Special events: See Ex. B, § C
16. ⁶	Shuttle bus	Transportation to/from special event with liquor service on board	6am-2am, depending on event	Beer/wine/spirits supplied by Clearwater Casino and poured by MAST-certified staff; private event
17. ⁷	Catering	Occasional off-site catering of special events with liquor service	6am-2am, depending on event	Beer/wine/spirits Catered by staff
18.	Limousine	Transportation to/from Casino for select guests	10am-2am	Beer/wine/spirits supplied by Clearwater Casino with access limited to those 21 and over; MAST-certified driver
19.	Boat	Boat/fishing trips for select guests	6am-2am	Beer/wine/spirits supplied by Clearwater Casino and poured by staff; Captain & at least 1 crew member will be MAST certified
20.	Casino VIP Lounge	Enclosed lounge restricted to VIPs	6am-2am	Beer/wine/spirits supplied by Clearwater Casino and poured by staff

⁵ The special events procedures of Exhibit B, Section C will apply.

⁶ The notice provisions of Exhibit B, Section C(1) will apply.

⁷ The notice provisions of Exhibit B, Section C(1) will apply.

B. Gas Station and Convenience Stores (Addresses Listed Below)

Name	Location	Hours alcohol is sold	Nature of alcohol service	Food Service (when is food available? Full/partial menu?)
1. Masi Shop	16285 State Highway 305, Poulsbo, WA 98370	6am-2am 7 days a week	Packaged beer/wine/spirits for off-premises consumption; tastings; sales to on-premises licensees with and without delivery	Packaged food available 24 hours
2. Longhouse Texaco	15915 State Highway 305, Poulsbo, WA 98370	6am-11pm M-Sa; 6am-10pm Su	Packaged beer/wine for off-premises consumption; tastings; sales to on-premises licensees with and without delivery	Packaged food available during all hours alcohol is sold
3. Suquamish Village Shell	18480 Suquamish Way NE, Suquamish, WA 98392	6am-10:30pm M-Sa; 6am-10pm Su	Packaged beer/wine for off-premises consumption; tastings; sales to on-premises licensees with and without delivery	Packaged food available during all hours alcohol is sold; deli 6am-8pm M-F and 7am-7pm Sa & Su

C. Kiana Lodge, 14976 Sandy Hook Road NE, Poulsbo, WA 98370

Location	Type of Establishment	Hours alcohol is typically sold	Nature of alcohol service
1. Main Lodge, Center Room Bar	Bar for special events	Noon-Midnight, depends on events	Beer/wine/spirits Bar/table service catered by staff; tastings; bar may be hosted or non-hosted, payment by cash or drink ticket; sale of bottled wine for off-premises consumption
2. Main Lodge, Moose Room Bar	Bar for special events	Noon-Midnight, depends on events	Beer/wine/spirits Bar/table service catered by staff; tastings; bar may be hosted or non-hosted, payment by cash or drink ticket
3. Main Lodge, Patio/Lawn outside Moose Room	Outdoor special event area; may include bar set up	Noon-Midnight, depends on events	Beer/wine/spirits Either bar/table service catered by staff, or guests order drinks inside and consume on patio/lawn; bar may be hosted or non-hosted, payment by cash or drink ticket; tastings
4. Garden Atrium, Bar across from main entry	Bar for special events	Noon-Midnight, depends on events	Beer/wine/spirits Bar/table service catered by staff; bar may be hosted or non-hosted, payment by cash or drink ticket; tastings; sale of bottled wine for off-premises consumption

5. Garden Atrium, Bar next to main entry	Bar for special events	Noon-Midnight, depends on events	Beer/wine/spirits Bar/table service catered by staff; bar may be hosted or non-hosted, payment by cash or drink ticket; tastings
6. Garden Atrium Patio/Lawn	Outdoor special event area; may include bar set up	Noon-Midnight, depends on events	Beer/wine/spirits Either bar/table service catered by staff, or guests order drinks inside and consume on patio/lawn; bar may be hosted or non-hosted, payment by cash or drink ticket; tastings

Kiana Lodge is a facility for special events only. Food and beverage services are available only when events are scheduled. Events consist mostly of private events (weddings, conventions, etc.) and occasionally of special themed events organized by PME (e.g., Easter Brunch, Deadliest Catch Crab Dinner, etc.). All events include catered food, and events may or may not include alcohol service. The exact menu of food and beverages, and which bar(s) are set up, depends on the event.

D. White Horse Golf Club, 22795 Three Lions Place NE, Kingston, WA 98346

Location	Type of Establishment	Hours alcohol is typically sold	Nature of alcohol service	Food Service (when is food available? Full/ partial menu?)
1. Club House Bar	Bar	6am-2am depending on events scheduled	Beer/wine/spirits Bar service; tastings	Available at Club House facilities as stated below
2. Club House Restaurant	Restaurant	6am-2am depending on events scheduled	Beer/wine/spirits Table service; tastings	Full menu 8am-9pm; hours for banquets and special occasions may vary

3. Club House Patio Deck	Outdoor area	6am-2am depending on events scheduled	Beer/wine/spirits Bar service, table service; tastings	Available at Club House facilities as stated above and below
4. Club House Banquet Room	Banquet room for special events	6am-2am depending on events scheduled	Beer/wine/spirits Catered by staff; bar may be hosted or non- hosted, payment by cash or drink ticket; tastings	Catered meals, depends on event
5. Beverage cart	Provides mobile beverage service to players on golf course	6am-9pm	Beer/wine/spirits Mobile bar service provided at golfers' locations; bar may be either hosted or non- hosted, payment by cash or drink ticket	Packaged foods, sandwiches, snacks, fruits, etc. available for purchase during all hours alcohol is sold
6. On the course between the 9 th and 10 th holes	Snack bar	6am-9pm	Beer/wine/spirits Bar service	Hamburgers, hotdogs, sandwiches, candy bars, fruits, soft drinks, coffee, etc. available for purchase during all hours alcohol is sold

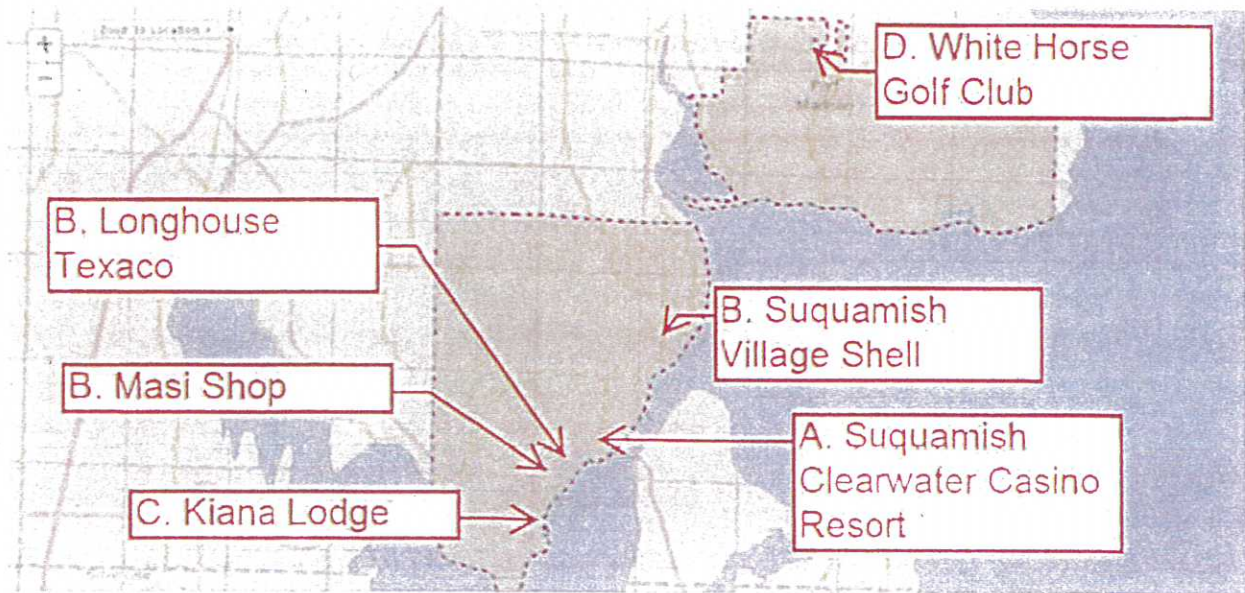
7. Event Lawn	Portable bar for special events	10am-9pm	Beer/wine/spirits Catered by staff; bar may be either hosted or non-hosted, payment by cash or drink ticket; tastings	Catered food, depends on event
8. On the course	Portable set-up for special events	10am-9pm	Beer/wine/spirits catered by staff; may be either hosted or non-hosted, payment by cash or drink ticket	Food service as described above

Attachment to

EXHIBIT A

Area Overview

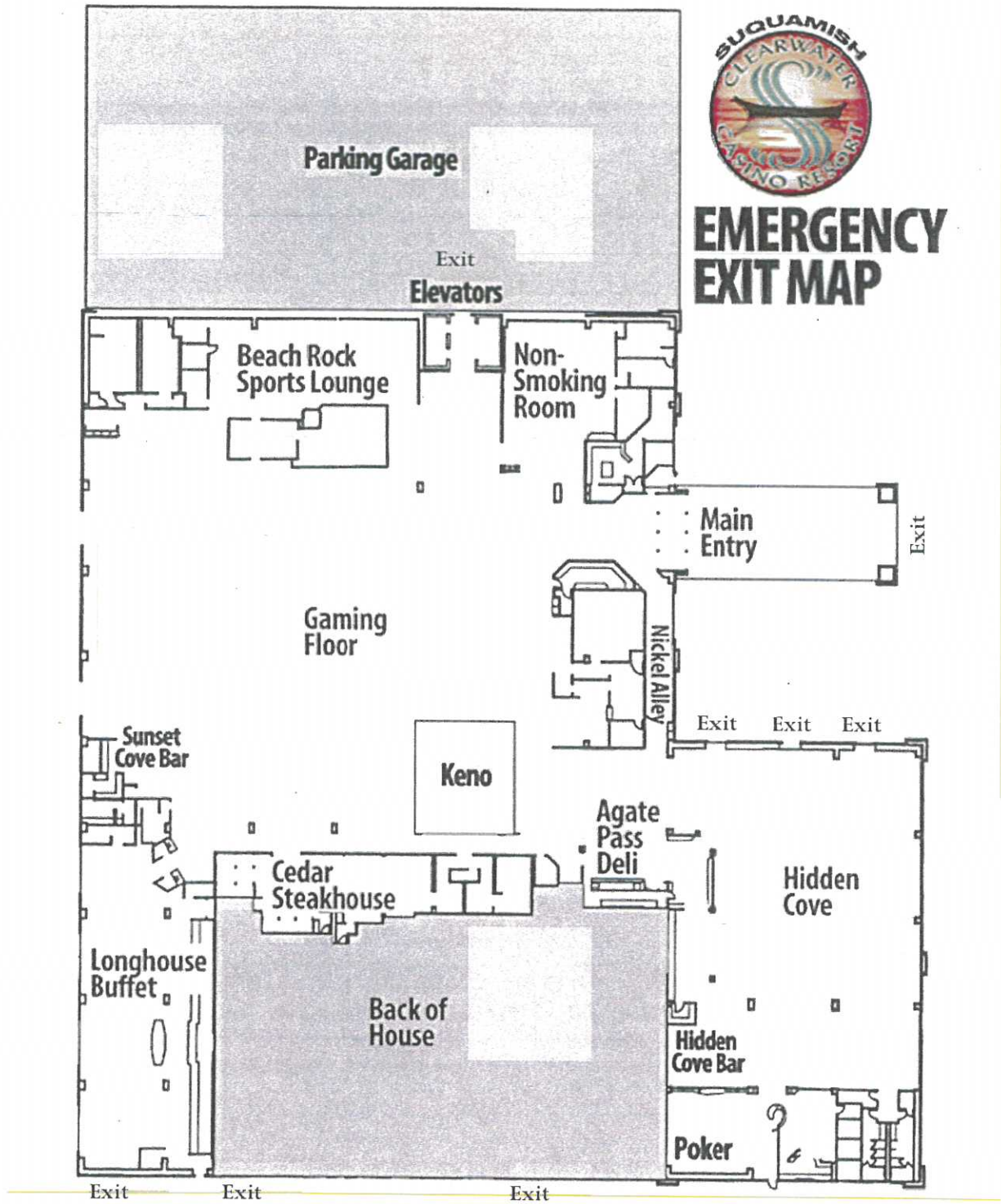
The two shaded areas below comprise the Port Madison Indian Reservation. The approximate locations of each PME liquor outlet are indicated in this area overview, and each location is more precisely detailed following this area overview. All images taken from the Kitsap County Geographic Information System at <http://www.kitsapgov.com/gis> (with labels added).



Attachment to Exhibit A

Floor Plans

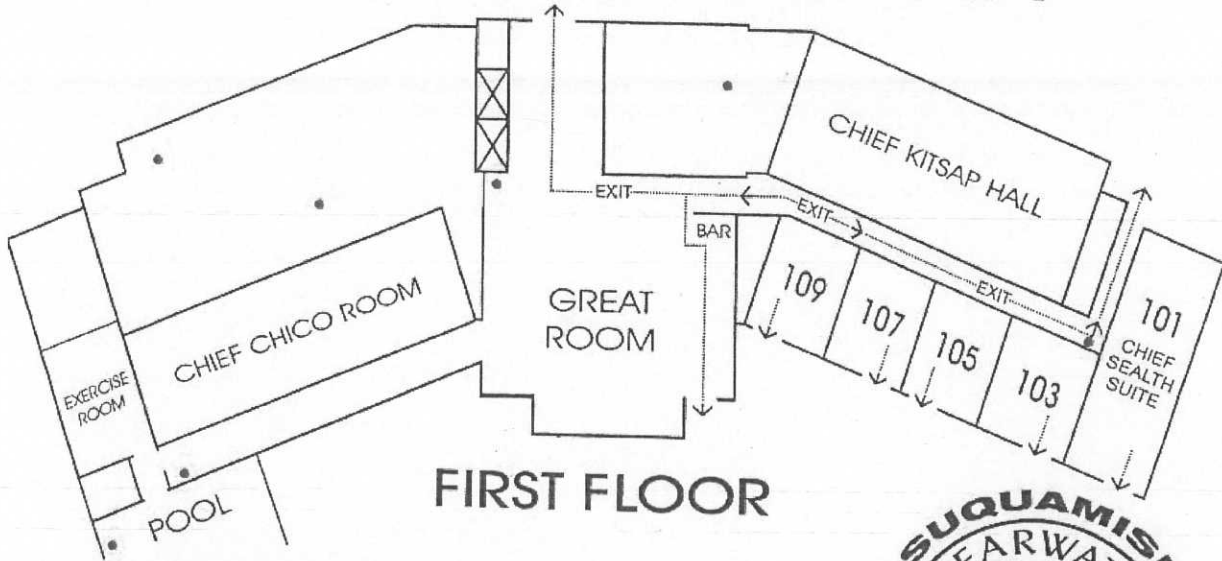
A. Suquamish Clearwater Casino



Resort

First Floor

FIRE ESCAPE PLAN



In case of FIRE use stairs unless otherwise instructed

1. Notify the inn operator or pull nearest fire alarm.
2. If you hear the fire alarm, evacuate, don't try to investigate.
3. Proceed to nearest stairway and exit on the ground floor.
4. Be sure your door is cool before you open it.
5. If your door is hot, don't open it.
6. Crawl low under smoke.
7. If unable to exit your room:
 - A. Close door and seal with wet towels.
 - B. Stay near windows until help arrives.



DO NOT USE ELEVATORS

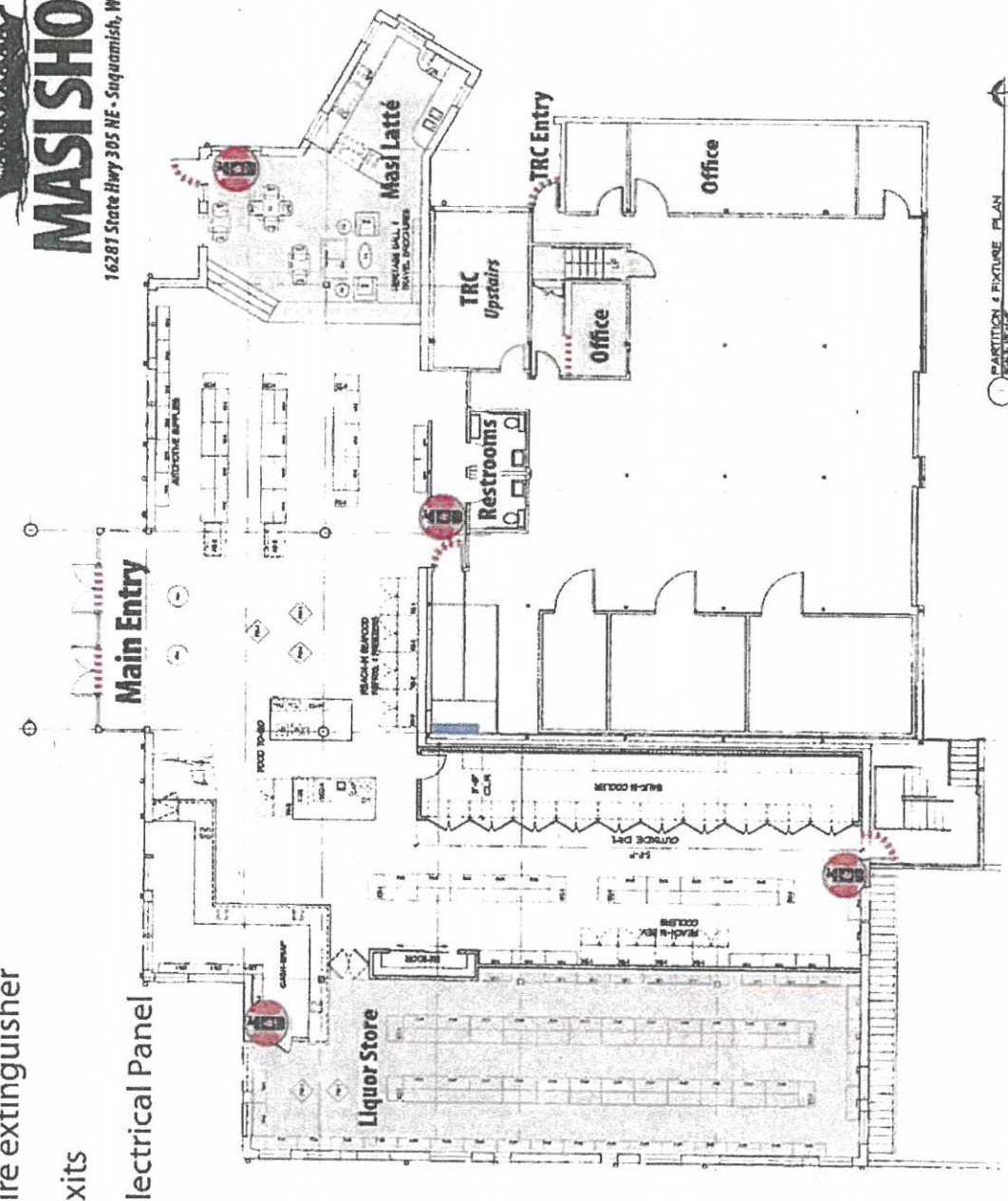


B. Gas Stations and Convenience Stores

Masi Shop

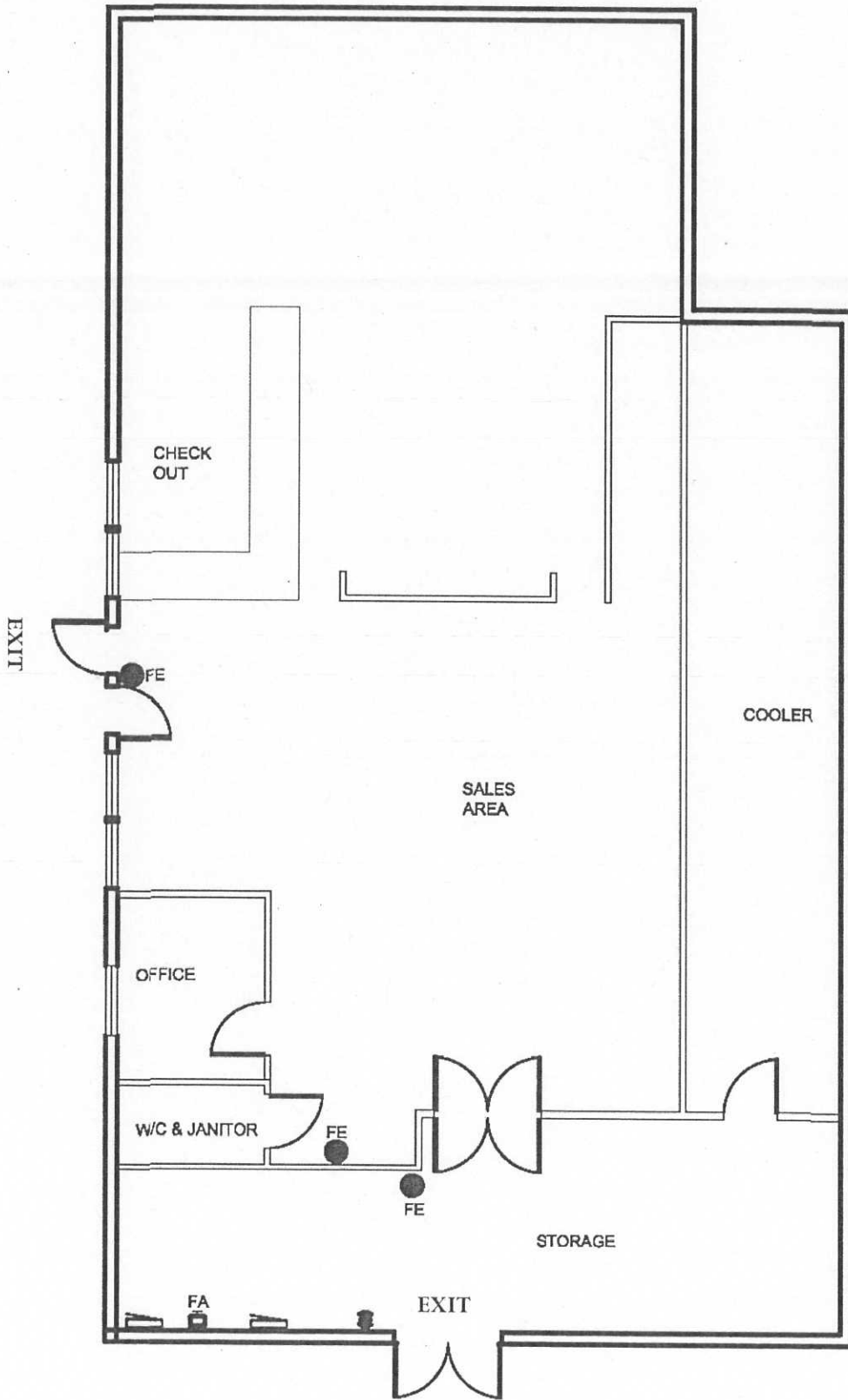
MASISHOP
16281 State Hwy 305 NE - Squamish, WA 98392

-  Fire extinguisher
-  Exits
-  Electrical Panel

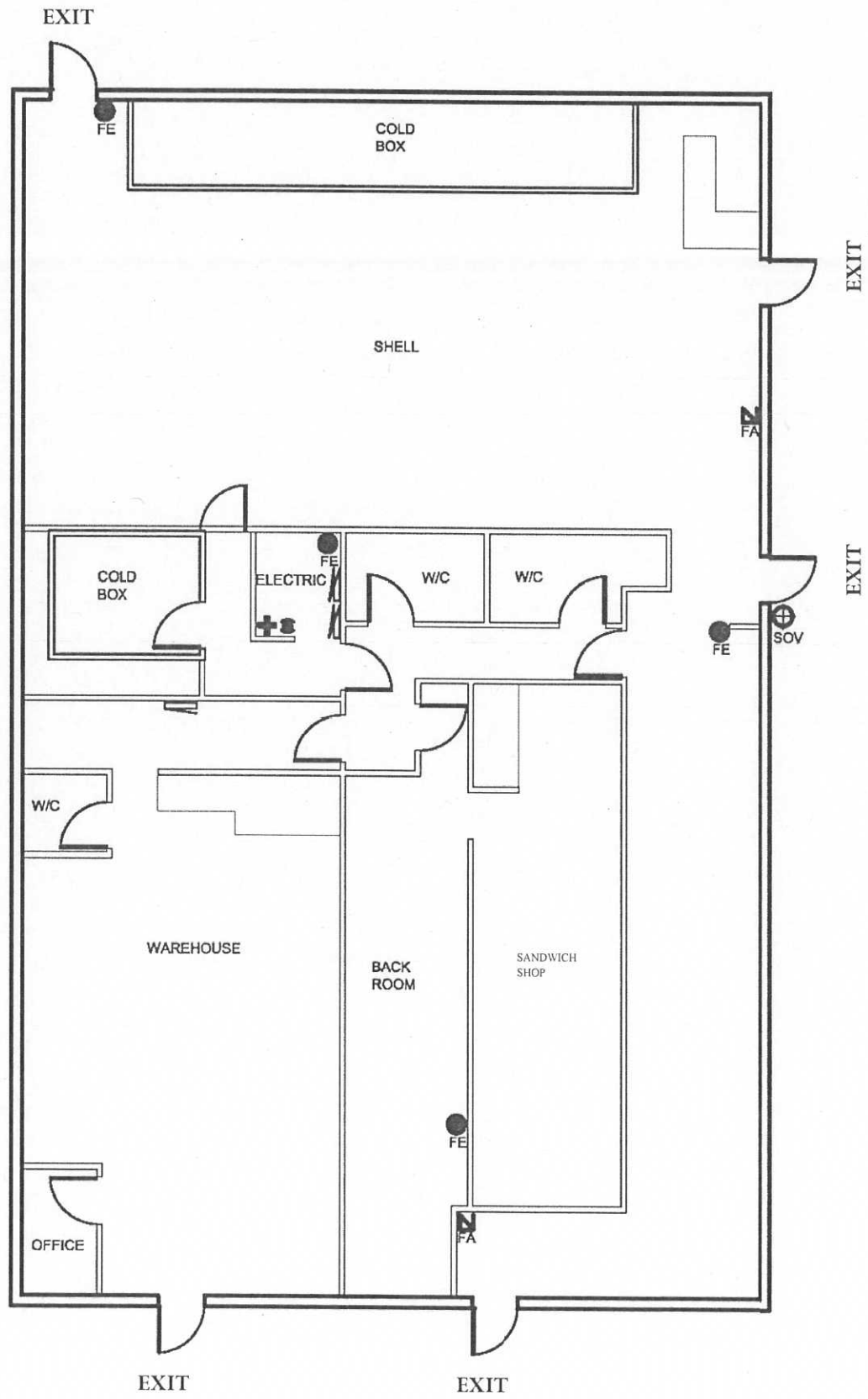


○ PARTITION & FIXTURE PLAN
□ MARKING

Longhouse Texaco

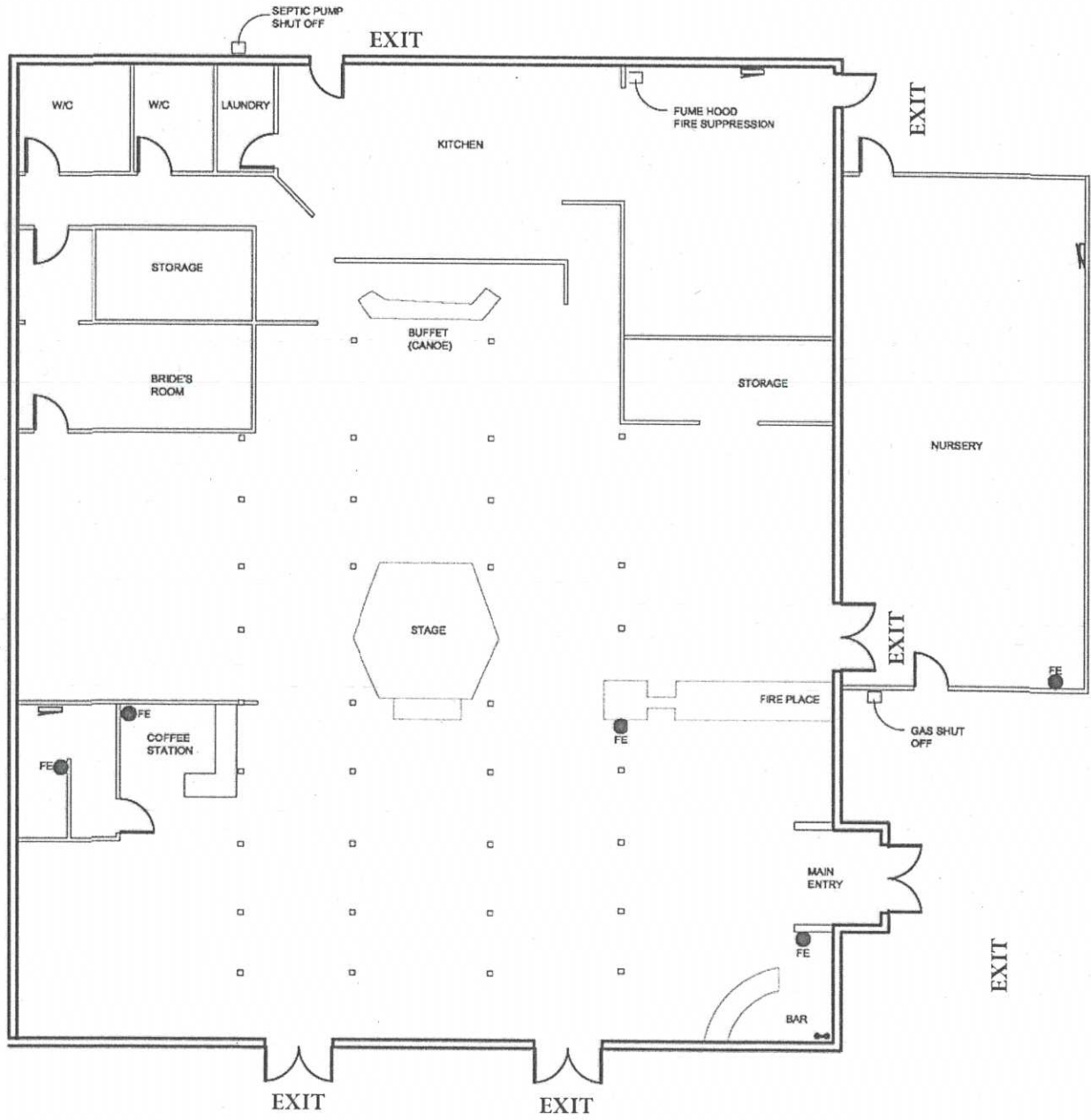


Suquamish Village Shell

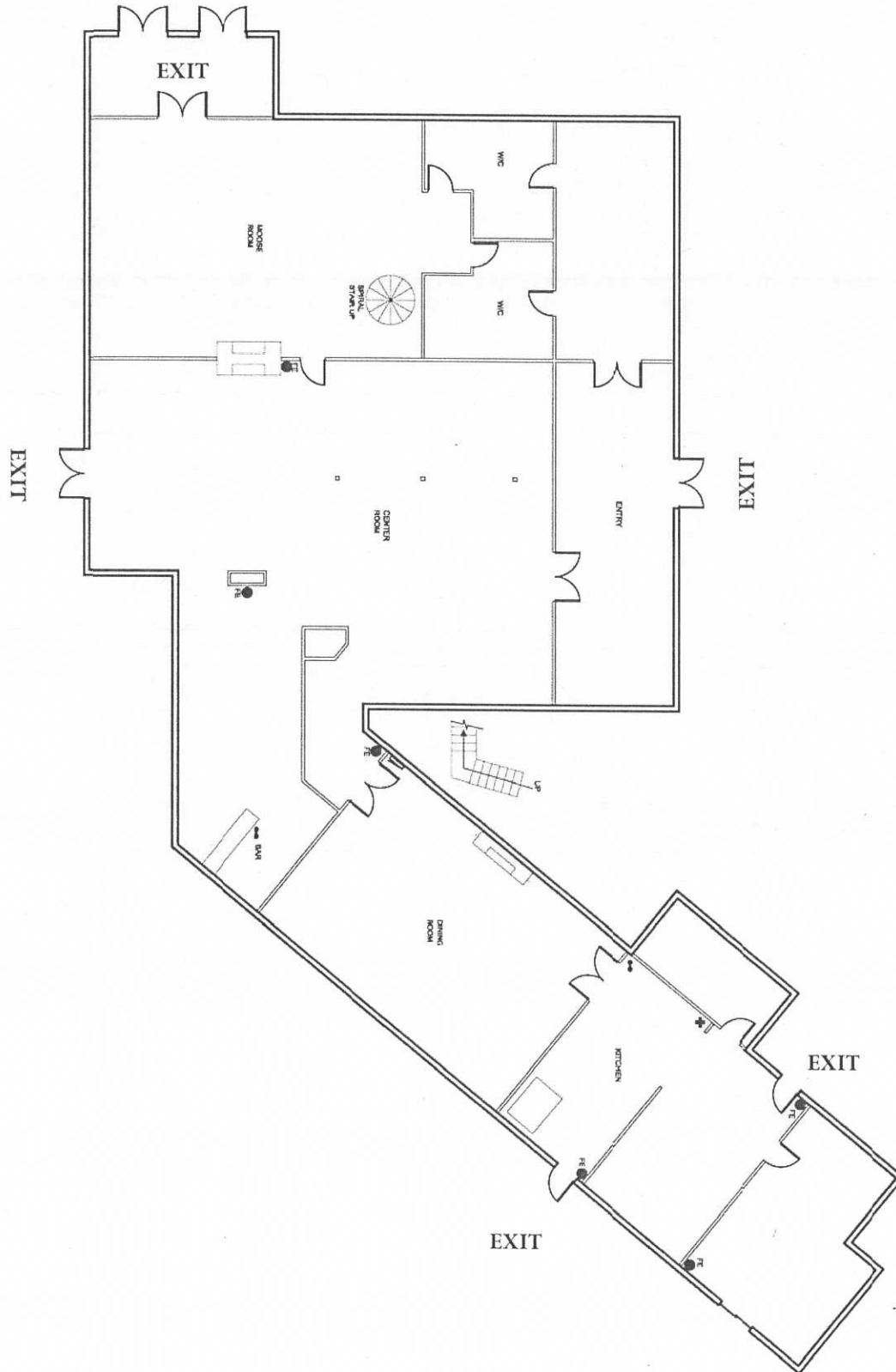


C. Kiana Lodge

Garden Atrium



Main Lodge



D. White Horse Clubhouse

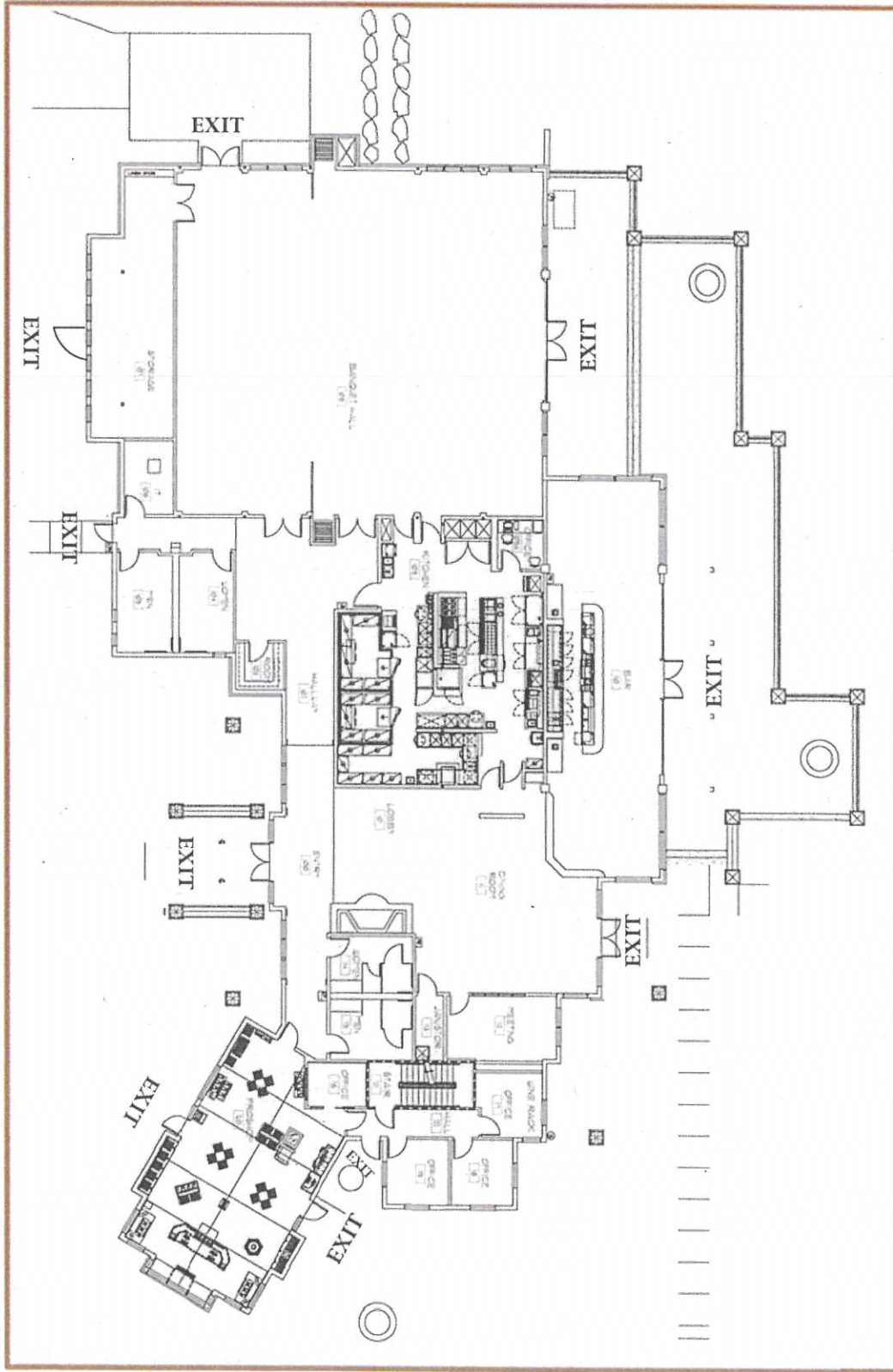


EXHIBIT B
OPERATING PLAN:
Safety/Training Provisions

Because the introduction, possession, and sale of liquor in Indian Country have, since treaty time, been clearly recognized as matters of special concern to Indian tribes, PME takes liquor regulation and safety extremely seriously. As a result, PME 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 PME, and PME makes a great effort to protect the public safety and community interest and trains its staff accordingly. PME 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's safety.

A. Training.

1. In-House Trainer. PME employs a full-time, In-House Trainer, who trains PME employees on a variety of subjects. Among other things, the In-House Trainer is a certified MAST trainer.
2. Mandatory Alcohol Server Training. The following Tribal Enterprise employees must obtain and maintain a valid MAST permit through PME's in-house training program:
 - a. Managers and supervisors who supervise the sale and/or service of alcohol at all venues.
 - b. Servers and bartenders at all venues.
 - c. Security staff (does not include Tribal police or Suquamish Tribal Gaming Commission agents).

In addition, PME typically provides in-house MAST training to an array of other employees whose job duties do not directly relate to alcohol sales or service, including without limitation, executive staff, marketing employees, gaming employees, facilities employees, hotel housekeeping employees, and more.

3. Responsible Vendor Training. PME's Masi Shop is a certified Responsible Vendor under RCW § 66.24.630(8)(a). All Masi Shop employees who sell or supervise the selling of spirits for off-premises consumption are therefore MAST certified and receive ongoing training

approved by the Liquor Control Board as sufficient to meet Responsible Vendor Program standards.

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

B. Safety and Security Measures.

1. Minors in General. To ensure that alcoholic beverages are not sold to or consumed by persons under age 21, PME has implemented the following measures:
 - a. Staff request ID from any guest appearing to be age 30 or under who is requesting to purchase an alcoholic beverage.
 - b. Staff request ID from any guest in possession of an alcoholic beverage who appears to be of questionable age, and if guest cannot produce valid ID, the beverage is confiscated and Security is notified if necessary.
 - c. Staff 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.
 - iv. Passport from any nation.

- v. U.S. Military ID.
 - vi. Merchant Marine card issued by U.S. Coast Guard.
2. Minors in the Casino. In addition to the above measures for Minors in General, PME has implemented the following measures specifically to ensure that alcoholic beverages are not sold to or consumed by persons under age 21 at the Suquamish Clearwater Casino:
- a. The Casino has only 3 public entrances. One or more trained and MAST-certified Security Officers are posted at or near each entrance at all times. In addition, one or more Security Officers are posted at a raised Security podium at all times. Security also maintains video surveillance of the premises. And, there are roving Security Officers as well.
 - b. In addition, the Suquamish Tribal Gaming Commission maintains very extensive and sophisticated video surveillance of the premises. With advanced pan, tilt, and zoom capabilities, Surveillance agents are able to clearly view virtually any activity that occurs on the Casino premises. They monitor live footage 24 hours a day, and the footage is also recorded.
 - c. Security Officers and Tribal Gaming agents are in close contact with one another at all times.
 - d. Both Security Officers and Tribal Gaming agents are vigilant for any signs of possible alcohol sales to or consumption by persons under age 21.
 - e. When persons under age 21 enter the Casino, Security gives them a wristband which they must wear at all times they are on the premises.
 - f. If Security or Tribal Gaming sees that a person under age 21 has removed his or her wristband, Security makes

contact with that individual to enforce the wristband requirement.

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

h. If Security or Tribal Gaming observes a person under age 21 to be in possession of alcohol or to be exhibiting possible signs of intoxication, Security makes contact with the individual and takes appropriate action as described below.

i. If Security determines a person under age 21 is in possession or under the influence of alcohol (even if the alcohol was not consumed on premises), Security contacts law enforcement. Security also prepares a written incident report which is circulated to PME Executive and Legal personnel, as well as to Tribal Gaming personnel.

j. In addition, individuals under age 21 who are found to be in possession or under the influence of alcohol are refused service from the Casino until their 21st birthdays. A formal, written refusal of service is processed through Security, PME Executive staff, and the Legal Department; and is sent to the individual by certified mail. If an individual who has been refused service for this reason attempts to return to the Casino before his or her 21st birthday, the individual may be arrested for trespass.

3. Intoxicated persons. To ensure that alcoholic beverages are not consumed by persons who appear to be intoxicated, PME has implemented the following measures:

a. All staff involved in the sale and service of alcoholic beverages are 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 politely but firmly decline to make the sale. Staff request assistance from the manager on duty when necessary. In the event the guest becomes aggressive or belligerent after being refused service, staff or the manager will contact Security immediately. Security will contact law enforcement if necessary. Staff and managers (and Security, if applicable) will appropriately report and document the incident in accordance with PME policy.
- d. Sales for on-premises consumption.
 - i. If a 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 notify the appropriate supervisor or manager for the location (and, for the Casino, staff will notify Security). The guest is then assessed using MAST procedures and a determination is made if the guest is to surrender the drink if in possession of one, in which case the guest is notified (by Security at the Casino, and by staff at other locations) that due to staff's observations, the guest will not be served any additional alcoholic beverages. Guests who are cut off from alcohol service at the Casino are required to wear an alcohol cut-off sticker, and/or their photos are displayed on a monitor visible to staff in the bar areas. If not staying the night at Suquamish Clearwater Casino Resort, the guest will be offered non-alcoholic beverages and food if desired while waiting for a ride home or to another location where he or she will be

spending the night by a non-intoxicated personal acquaintance, a cab service, or transportation provided by Suquamish Clearwater Casino Resort when necessary.

- ii. Security is called to assist with guests who are apparently intoxicated and non-cooperative. Security determines the level of response based on the circumstances, which may include removal from the property. In that event, Security staff will first try to locate a sober driver or call a taxi for the guest. If the guest refuses a sober driver or taxi, and attempts to drive away, he or she will be notified that local police will be contacted that he has refused alternative transportation. In the event the guest does drive away, Security will promptly call 911, notify police of a suspected intoxicated driver, and provide a description of the vehicle and its direction of travel. Security will also fill out an Incident Report in accordance with standard procedures. The Incident Report will subsequently be distributed to the regular recipients of Incident Reports, which include PME's CEO, its General Counsel, and the Director of the Security Department.
 - e. Any team member who is suspected of overserving will be investigated through surveillance tapes and reports filed by either the appropriate manager or Security. The investigation may lead to disciplinary action up to and including termination.
4. Additional security measures. PME also has the following measures in place that will further ensure alcohol is safely served and consumed on site:
- a. PME has certified MAST trainer(s) on staff.

- b. Suquamish Clearwater Casino Resort is under 24-hour surveillance. Suquamish Tribal Gaming Commission Surveillance agents view the live footage around the clock, and the footage is also recorded.
- c. The Masi Shop, Longhouse Texaco, and Suquamish Village Shell are all under 24-hour surveillance. The footage is recorded, and can also be viewed live by managers and/or Security when necessary.
- d. Surveillance footage is typically retained for 30 days. Footage of specific incidents may be retained longer upon the direction of the Suquamish Tribal Gaming Commission or the request of an authorized PME official.
- e. The ratio of service staff to patrons is scheduled to be adequate to maintain the public safety for each event and is increased based on level of risk, depending on the event.
- f. PME's Security staff is highly trained and experienced. Reasonable levels of Security staff are present at Suquamish Clearwater Casino Resort at all times. They also make regular rounds of PME's other facilities, most of which are located within 5 minutes of the Suquamish Clearwater Casino Resort. They are available to report to PME's other facilities upon request as well.
- g. Suquamish Tribal Gaming Commission agents are on site at the Casino 24/7.
- h. PME works closely with the Suquamish Tribal Police. Suquamish Tribal Police are either on site at the Suquamish Clearwater Casino Resort, or on call 24/7. The Suquamish Tribal Police station is located within approximately 5-10 minutes of all PME facilities.
- i. PME also enjoys cooperative relationships with other local law enforcement agencies, including the Kitsap County Sheriff's Office, Bainbridge Island Police, and

Poulsbo Police, any or all of whom will respond to police calls at PME facilities.

- j. North Kitsap Fire & Rescue and other local emergency medical personnel will also respond to PME facilities as necessary.
- k. PME understands that it, and not the Board, is responsible for all security and enforcement within a "darkened house."

C. Special events. For certain special events at the Suquamish Clearwater Casino Resort (as identified in Exhibit A, Part A, Footnotes 3-7), PME will take the extra precautions described below. For the avoidance of doubt, these extra precautions will apply only to the special event itself, not to the rest of PME's normal business operations.

1. For the special events identified in Exhibit A, Part A, Footnotes 3-7, PME will provide a quarterly schedule of events to the Regional Captain. PME will update the schedule monthly as necessary. If the Regional Captain has 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. Unless prior notice is provided to Board staff of an alternate plan, alcohol sales will occur as follows for the special events identified in Exhibit A, Part A, Footnotes 3-5 only:
 - a. At point of sale locations with proper lighting and where 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 adequate service staff to patron ratios;
 - d. With adequate security staff to patron ratios;
 - e. With staff stationed at entrances; and

- f. With posted signs at entrances and dispensing areas as appropriate (e.g., signs at dispensing areas stating that customers must be 21 years of age or older to purchase alcohol, and/or signs at exits stating that customers may not remove alcohol from the area).
- 3. Should PME wish to deviate from this standard plan for any given event, PME will notify the Board in writing at least 14 days prior to the event. The Parties will meet and confer in good faith to resolve any concerns with PME's alternate plan.

EXHIBIT C
OPERATING PLAN:
Enforcement/Compliance Plan

1. Licensing.

- A. Tribal Enterprises. The Suquamish Tribe's liquor enterprises were made a component of PME by Chapter 11.4 of the Suquamish Tribal Code. Accordingly, PME and its Tribal Enterprises do not require licenses to sell or serve alcohol.
- B. Other Business Enterprises. All Tribally-Licensed Businesses must be licensed in accordance with State law and Chapter 11.2 of the STC. However, the Parties acknowledge that the Tribally-Licensed Businesses, not PME, are responsible for obtaining and maintaining the appropriate licenses.
- C. 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 as PME or any Tribal Enterprise.

2. Enforcement.

A. Premises Checks.

- 1. By the Tribe. The Suquamish Tribal Police or other authorized agency may conduct its own premises checks in Indian Country to observe compliance with applicable liquor laws and this MOA and to provide support and education to Tribal Enterprises and staff. To the extent it is informed of the results of such premises checks, PME will share the results of the premises checks with the Board.
- 2. By the Board. The Board, through its staff, may also conduct premises checks. Prior to conducting any such check, the Board will contact the Suquamish Tribal Police to provide reasonable notice of such premises check, prior to conducting the check. Tribal Police/PME may observe the premises check provided they do not interfere with the check. The Board will share the results of such premises checks with PME.

3. Cooperation. Should either Party have any concerns arising out of a premises 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.

B. Compliance Checks-Minors.

1. By the Tribe. The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Suquamish Tribal Police Department or other authorized agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such checks, PME will provide the results of the checks to the Board. No criminal action may be taken against any minor who purchases alcohol as part of such a compliance check.
2. By the Board. Board staff may also conduct compliance checks. Prior to conducting any such check, the Board will contact the Suquamish Tribal Police to provide reasonable notice of such compliance check, prior to conducting the check. Tribal Police/PME may observe the check, provided they do not interfere with the check. The Board will share the results of such compliance checks with PME.
3. 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.

- A. Tribal Enterprises. When a complaint regarding liquor service at any Tribal Enterprise is received by either PME or the Board, or when PME or the Board otherwise have reason to suspect a violation either through a premises check or compliance check, the following steps will occur:

1. Receipt of Complaint.

- a. By PME. If the complaint is received by PME, it will be communicated to PME's General Counsel. The General Counsel will then document the complaint and provide a copy to the Board staff within seven (7) days.
 - b. By Board. If the complaint is received by the Board, it will be communicated to PME's General Counsel in writing within seven (7) days.
2. Investigation. The Board will investigate the complaint in its discretion and in accordance with its policies and procedures.
3. Alleged Violation.
- a. Employee. If the investigation is of an alleged violation by a PME or Tribal Enterprise employee holding a MAST permit, the Board will provide a copy of any written report to PME's General Counsel. The Board may take any action against the employee in accordance with its laws and regulations. Notice of any additional action taken against that employee by PME will be provided to the Board. If the employee is a Tribal Member, PME and the Tribe will investigate and take such enforcement action as is consistent with Tribal laws and procedures.
 - b. Tribal Enterprise.
 - i. If the investigation is of an alleged violation by PME or a Tribal Enterprise, the Board will provide a copy of any written report to the PME General Counsel. The Board may take any action against the Tribal Enterprise consistent with applicable laws and regulations, specifically to the extent applicable 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 frequenting); (2) sale or service to apparently intoxicated person; (3) conduct violations (disorderly

conduct, licensee 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 PME disagrees with the action taken by the Board, PME may proceed under the dispute resolution provisions contained in Section IV(F)(1)(d)(B) of this MOA. Notice of any additional action taken against any employee of a Tribal Enterprise by PME will be provided to the Board.

*PME may assert, among other things, that some State prohibitions against "criminal" or "lewd" conduct as used in W.A.C. § 314-29-020 do not apply to tribes, tribal government agencies, tribal employees, or in Indian Country, or that some "criminal" or "lewd" conduct does not fall within the scope of the Board's authority under 18 U.S.C. § 1161.

- ii. If the Board alleges that PME is not complying with any of the provisions of Exhibits A or B of this MOA, the Board and PME will seek resolution in accordance with the dispute resolution process outlined in Section IV(F) of this MOA.
- iii. For purposes of this Section only, each "location" in Exhibit A will be deemed a separate location and violations against one location will not affect other locations.

B. Amendment. Should PME desire in the future to take over more of the enforcement responsibilities, the Parties agree to meet in good faith to amend this MOA to provide as such.

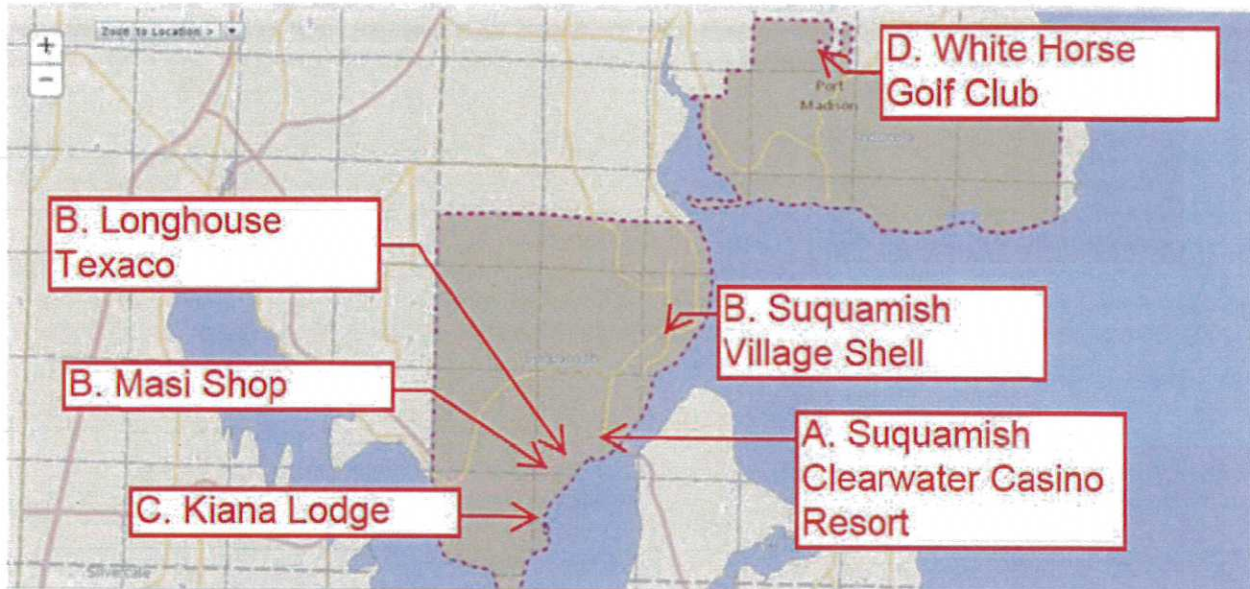
EXHIBIT D

PROPERTY INFORMATION DEMONSTRATING RESERVATION/TRUST STATUS OF LAND

EXHIBIT D

Area Overview

The two shaded areas below comprise the Port Madison Indian Reservation. The approximate locations of each PME liquor outlet are indicated in this area overview, and each location is more precisely detailed following this area overview. All images taken from the Kitsap County Geographic Information System at <http://www.kitsapgov.com/gis/> (with labels added).



A. Suquamish Clearwater Casino Resort





B. Gas Stations and Convenience Stores





C. Kiana Lodge



D. White Horse Golf Club



credentials will be managed and authenticated by Google, an Identity Provider approved by the Federal Government. During the login process participants will be redirected to a Google owned and operated login page. Following successful authentication of Id and password, participants are asked by Google to confirm agreement to their Google email address being shared with 'iCoast'. Users have the option to decline this and halt the login process with no information shared to 'iCoast'. If a participant accepts the sharing of their email address then the USGS will store the address within the 'iCoast' database. 'iCoast' is never supplied nor does it request a participant's password directly. Storing of the participant's email address by 'iCoast' is necessary to permit the pairing of Google login credentials with their 'iCoast' profile. The USGS will encrypt all stored participant email addresses. No other information or Google account access is shared by Google to 'iCoast' and nothing is shared from 'iCoast' to Google at any time.

(2) *Level of expertise:* At initial log in to 'iCoast', the participant will be asked to indicate what type of 'crowd' or group he or she belongs to by picking from a pre-determined list (e.g. coastal scientist, coastal planner, coastal resident, general public etc.). The participant may also optionally contribute his or her professional affiliation in an open text box, but this is not required. Professional affiliation may provide additional information to the scientists to more fully assess the accuracy of a participant's classifications. Provision of level of expertise alone will not allow an individual to be personally identified.

(3) *Keyword tagging:* After comparing pre-and post-storm aerial photographs, participants can select predefined keyword tags OR they can submit their own in a free-form text field. The keyword tags will help the USGS determine classification accuracy, and confirm or refute pre-storm predictions of coastal inundation and damage derived from the mathematical storm surge models.

This application will have many benefits. It will serve the cause of open government and open data, in that these images will be available to the public in an easily accessible online format for the first time. It will enhance the science of coastal change and allow for more accurate storm surge predictions, benefitting emergency managers and coastal planners. It will also familiarize coastal communities with coastal processes and increase their awareness of vulnerabilities to extreme storms. We

anticipate that this application will be used by educators to further science, technology, engineering and mathematics (STEM) education; outreach to educators is planned.

OMB Control Number: 1028-NEW.

Title: iCoast—Did the Coast Change?

Type of Request: New information collection.

Affected Public: Coastal scientists, coastal managers, marine science students, emergency managers, citizens/residents of coastal communities.

Respondent's Obligation: None. Participation is voluntary.

Frequency of Collection: Occasional.

Estimated Annual Number of Respondents: 1000.

Estimated Total Number of Annual Responses: 2500.

Estimated Time per Response: 30 minutes.

Estimated Annual Burden Hours: 1250.

Estimated Reporting and Recordkeeping "Non-Hour Cost" Burden: None.

Public Disclosure Statement: The PRA (44 U.S.C. 3501, et seq.) provides that an agency may not conduct or sponsor and you are not required to respond to a collection of information unless it is approved by the OMB and displays a valid OMB control number and current expiration date.

III. Request for Comments

We are soliciting comments as to: (a) Whether the proposed collection of information is necessary for the agency to perform its duties, including whether the information is useful; (b) the accuracy of the agency's estimate of the burden of the proposed collection of information; (c) ways to enhance the quality, usefulness, and clarity of the information to be collected; and (d) how to minimize the burden on the respondents, including the use of automated collection techniques or other forms of information technology.

Please note that the comments submitted in response to this notice are a matter of public record. Before including your personal mailing address, phone number, email address, or other personally identifiable information in your comment, you should be aware that your entire comment, including your personally identifiable information, may be made publicly available at any time. While you can ask us in your comment to withhold your personally identifiable information from public view, we

cannot guarantee that we will be able to do so.

Richard Z. Poore,

Center Director, USGS Coastal and Marine Science Center.

[FR Doc. 2014-04392 Filed 2-27-14; 8:45 am]

BILLING CODE 4311-AM-P

DEPARTMENT OF THE INTERIOR

Bureau of Indians Affairs

[AAK4004200/A0R5C4040.999900/134A2100DD]

Proclaiming Certain Lands, White Horse Golf Course Property, as an Addition to the Port Madison Indian Reservation for the Suquamish Tribe

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Reservation Proclamation.

SUMMARY: This notice informs the public that the Assistant Secretary—Indian Affairs proclaimed approximately 283.17 acres, more or less, as an addition to the Port Madison Indian Reservation for the Suquamish Indian Tribe.

FOR FURTHER INFORMATION CONTACT: Matthew C. Kirkland, Bureau of Indian Affairs, Division of Real Estate Services, MS-4642-MIB, 1849 C Street NW., Washington, DC 20240, telephone (202) 208-3615.

SUPPLEMENTARY INFORMATION: This Notice is published in the exercise of authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs by part 209 of the Departmental Manual.

A proclamation was issued according to the Act of June 18, 1934 (48 Stat. 986; 25 U.S.C. 467) for the land described below. The land was proclaimed to be an addition to the Port Madison Indian Reservation of the Suquamish Indian Tribe of Washington, for the exclusive use of Indians entitled by enrollment or tribal membership to reside at such reservation.

Willamette Meridian

Kitsap County, Washington

Legal description of the trust property including +/- 283.17 acres is:

Vacated tracts E, F, G, I and J and portions of vacated Tracts D, H and P of the Plat of White Horse, recorded under Auditor's file Number 200502020210 in Volume 31 of Plats, Page 139 through 157, inclusive, records of Kitsap County, Washington; being within Section 3 of Township 26 North, Range 2 East of the Willamette Meridian in Kitsap County,

Washington as vacated by Final Order of Vacation recorded under Auditor's File Number 201111070157, records of said County, totaling 283.17 acres, more or less.

Situate in the County of Kitsap, State of Washington.

The above-described lands contain a total of 283.17 acres, more or less, which is subject to all valid rights, reservations, rights-of-way, and easements of record.

This proclamation does not affect title to the land described above nor does it affect any valid existing easements for public roads and highways, for public utilities and for railroads and pipelines and any other rights-of-way or reservations of record.

Dated: February 21, 2014.

Kevin K. Washburn,

Assistant Secretary—Indian Affairs.

[FR Doc. 2014-04439 Filed 2-27-14; 8:45 am]

BILLING CODE 4310-W7-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLNMP02000

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Notice of Availability of the Final Environmental Impact Statement for the Ochoa Mine Project in Lea County, NM

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of availability.

SUMMARY: In accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and the Federal Land Policy and Management Act of 1976, as amended, the Bureau of Land Management (BLM) has prepared a Final Environmental Impact Statement (EIS) for the Ochoa Mine Project and by this notice is announcing its availability.

DATES: The BLM will not issue a final decision on the proposal for a minimum of 30 days from the date that the Environmental Protection Agency publishes its own notice of availability in the **Federal Register**.

ADDRESSES: Copies of the Ochoa Mine Project Final EIS are available for public inspection at the Carlsbad Field Office, 620 E Greene Street, Carlsbad, NM 88220. Interested persons may also review the Final EIS on the Web site at: www.nm.blm.gov/cfo/ochoaMine/.

FOR FURTHER INFORMATION CONTACT: David Herrell or Shiva Achet, project co-leads, telephone 575-234-2229

(David) or 575-234-5924 (Shiva); address BLM Carlsbad Field Office, 620 East Greene Street, Carlsbad, NM 88220; email blm_nm_cfo_comments@blm.gov. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at: 1-800-877-8339 to contact the above individual during normal business hours. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION:

Intercontinental Potash Corporation (ICP) is proposing to develop a new underground mine in southern Lea County, New Mexico, to extract polyhalite ore for the production of the sulfate of potash and sulfate of potash magnesia, potassium fertilizers for food production. The project area includes Federal, State, and private lands totaling 31,134 acres, of which 2,400 acres would be disturbed. The surface landownership consists of about 22 percent public lands managed by the BLM, 53 percent owned by the State of New Mexico, and 25 percent privately owned. About 55 percent of the minerals within the proposed mine area is owned by the Federal Government.

ICP holds BLM prospecting permits and has applied for preference right leases. These prospecting permits are located about 40 miles southeast of Carlsbad and 20 miles west of Jal, in Lea County, New Mexico. ICP has proposed a Mine Plan of Operations that includes an underground mine accessed by a shaft and a ramp, and processing facilities, including the ore process plant, dry stack tailings pile, evaporation ponds, water wells, pipelines, power lines, and a railroad load out facility. The polyhalite will be continuously mined using the conventional room and pillar retreat method. In order to mine in proximity to active oil and gas wells, ICP has elected to follow the rules and regulations of a Category IV gassy mine. Processing would require pumping a maximum of 4,000 gallons per minute of groundwater from the Capitan Reef Aquifer.

The BLM initiated the NEPA process for the project by publication of a Notice of Intent to prepare an EIS on January 3, 2012 (77 FR 130). Public scoping meetings were conducted on January 23-24, 2012. Major issues identified for this project include oil and gas, water resources, land use, socioeconomic impacts, air quality, wildlife, livestock grazing, and health and safety. A

scoping report was compiled and published on March 27, 2012.

Alternatives developed in the Draft EIS include the proposed action (Alternative A), which would include approval of ICP's Mine Plan of Operations, granting new rights-of-way, and approval of preference right leases to allow the mining and processing of polyhalite ore for the production of the sulphate of potash and sulphate of potash magnesia. In addition, three action alternatives were analyzed in the Draft EIS. Alternative B is identical to Alternative A except that the visual impacts of the tailing stockpile would be reduced. Alternative C is identical to Alternative A except that standards and guidance would be established for managing concurrent development of fluid minerals. Alternative D is similar to Alternative A, except that the location of the evaporation ponds and tailings stockpile would be at a different location. A no action alternative was also analyzed, in which the proposed mine plan of operations, rights-of-way, and preference right leases would be denied.

The Draft EIS was published on August 9, 2013, starting a 45-day public comment period. Three public scoping meetings were held in Carlsbad, New Mexico, on August 26, 2013, and in Hobbs and Jal, New Mexico, on August 27, 2013. Briefings were also held for the City of Eunice, New Mexico, and a cooperating agency. Twenty-nine written comment letters consisting of 490 comments were received and analyzed. Comments on the Draft EIS received from the public and internal BLM review were considered and incorporated as appropriate into the Final EIS. The Final EIS Preferred Alternative consists of a mixture of what the BLM considers the best features of Alternatives A, B, and C, as well as some new aspects incorporated in response to public comments and BLM concerns. The Preferred Alternative is similar to the proposed action (Alternative A), as it incorporates the same proposed mine area, mining methods, facilities, and processing methods. Additionally, water demands, well field and water pipelines, and layout facilities remain the same as the proposed action. The Preferred Alternative differs from the proposed action as it requires additional monitoring of water resources, includes subsidence, dust, and reclamation requirements, a smaller tailings stockpile, a more formalized co-development coordination program with stakeholders, and a dispute resolution process.

EXHIBIT E

SUQUAMISH TRIBAL LIQUOR ORDINANCE

Exhibit E

Suquamish Tribal Liquor Ordinance

TITLE 11. COMMERCE

Chapter 11.2

LIQUOR

Sections:

11.2.1	Title.
11.2.2	Findings and Purpose.
11.2.3	Definitions.
11.2.4	Relation to Other Tribal Laws.
11.2.5	Prohibitions.
11.2.6	Conformity with State Law.
11.2.7	Liquor Enterprise Created.
11.2.8	Liquor Enterprise Manager.
11.2.9	Suquamish Liquor Commission.
11.2.10	Independent Tribal Operator's License.
11.2.11	Sovereign Immunity Preserved.
11.2.12	Other Business.
11.2.13	Revenues and Taxation.
11.2.14	Operating without a License.
11.2.15	Penalty.
11.2.16	Drinking in Public.

11.2.1. Title. This chapter shall be known as the "Suquamish Tribal Liquor Ordinance." (Res. 85-080 §1, passed Sept. 24, 1985)

11.2.2. Findings and Purpose. (a) The introduction, possession, and sale of liquor on Indian reservations since treaty time have been clearly recognized as matters of special concern to Indian tribes and to the United States. The control of liquor on reservations remains exclusively subject to their legislative enactments.

(b) Beginning with the Treaty of Point Elliott, Statute 927, Article 10, to which the Suquamish Tribe was party, the federal government has respected this tribe's determinations regarding liquor-related transactions and activities on the Port Madison Indian Reservation. At treaty time, this tribe desired to exclude "ardent spirits" from its reservation; and federal law currently prohibits the introduction of liquor into Indian country (18 USC 1154), leaving to tribes the decision regarding when and to what extent liquor transactions shall be permitted (18 USC 1161).

(c) Present-day circumstances make a complete ban of liquor within the Port Madison Indian Reservation ineffective and unrealistic. At the same time, a need exists for strict tribal regulation and control over liquor distribution.

(d) The enactment of a tribal ordinance governing liquor sales on the reservation providing for exclusive purchase and sale through Port Madison Enterprises will increase the

ability of the tribal government to control reservation liquor distribution and possession and at the same time will provide an important source of revenue for the continued operation of the tribal government and delivery of government services.

(e) In order to provide for increased tribal control over liquor distribution and possession on the reservation and to provide for urgently needed additional revenue, the Suquamish Tribal Council adopts this liquor ordinance. (Res. 85-080 §2, passed Sept. 24, 1985)

11.2.3. Definitions. Unless otherwise required by the context, the following words and phrases shall have the designated meanings.

(1) "Sale" and "sell" include exchange, barter, and traffic and also the selling or supplying or distribution, by any means whatsoever, of liquor, of any liquid known or described as beer or by any name whatever commonly used to describe malt or brewed liquor, or of wine by any person to any person; they also include a sale or selling within the state to a foreign consignee or his/her agent in the state.

(2) "Wholesale price" shall mean the established price for which liquor, beer, and wine products are sold to the Suquamish Tribe or any licensed operator by the manufacturer or distributor, exclusive of any discount or other reduction.

(3) "Alcohol" is 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, sugar, or other substance including all dilutions and mixtures of those substances.

(4) "Liquor" or "liquor products" includes the four varieties of liquor herein defined (alcohol, beer, spirits, and wine), 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 semisolid or other substance, patented or not, containing alcohol, spirits, wine, or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semisolid, or other substance which contains more than one percent (1%) of alcohol by weight shall be conclusively deemed to be intoxicating.

(5) "Spirits" means any beverage which contains alcohol obtained by distillation, including wines exceeding seventeen percent (17%) of alcohol by weight.

(6) "Wines" means 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 seventeen percent (17%) of alcohol by weight.

(7) "Liquor outlet" shall mean a tribally owned or licensed retail sales business selling liquor, beer, or wine on the Port Madison Indian Reservation.

(8) "Operator" shall mean an enrolled member of the Suquamish Tribe employed by or licensed by the Suquamish Tribe to operate a liquor outlet. (Res. 85-080 §3, passed Sept. 24, 1985)

11.2.4. Relation to Other Tribal Laws. All prior ordinances and resolutions of the Suquamish Tribe regulating, authorizing, prohibiting, or in any way dealing with the sale of liquor are hereby repealed and of no further force and effect. No tribal business licensing law or other tribal law shall be applied in a manner inconsistent with the provisions of this chapter. (Res. 85-080 §4, passed Sept. 24, 1985)

11.2.5. Prohibitions. The introduction, purchase, sale, and dealing in liquor, other than by the Suquamish Tribe through its tribal enterprise or its licensees, is prohibited within the Port Madison Indian Reservation and is declared an offense under tribal law. Possession of liquor by any person now prohibited by federal law shall be lawful so long as the possession is in conformity with this chapter. Federal Indian liquor laws shall remain applicable to any act or transaction which is not authorized by this chapter, and violators of this chapter shall be subject to federal prosecution as well as legal action in accordance with tribal law. (Res. 85-080 §5, passed Sept. 24, 1985)

11.2.6. Conformity with State Law. Tribally authorized liquor transactions shall comply with Washington State liquor law standards to the extent required by 18 USC 1161. (Res. 85-080 §6, passed Sept. 24, 1985)

11.2.7. Liquor Enterprise Created. (a) The Suquamish Tribal Liquor Enterprise is hereby established. The liquor enterprise is constituted as an agency of the Suquamish tribal government.

(b) The liquor enterprise shall be responsible for the management, distribution, and control of all liquor products as authorized in this chapter within the Port Madison Indian Reservation. (Res. 85-080 §7, passed Sept. 24, 1985)

11.2.8. Liquor Enterprise Manager. The Suquamish Tribal Council shall appoint a liquor enterprise manager, who shall have the following powers and duties.

(1) To manage the liquor division for the benefit of the Suquamish Tribe.

(2) To purchase, in the name of the Suquamish Tribe, liquor products from wholesale distributors and distribute them to such tribal outlets as appropriate.

(3) To establish, with the liquor commission and subject to its approval, such administrative procedures as are necessary to govern the operation of the liquor enterprise.

(4) To report and account to the tribal council at least twice a year regarding the operation and financial status of the liquor enterprise. The tribal council shall establish the dates on which such accounting shall take place. The tribal council may require more frequent accounting if it deems necessary. The manager's reports and all written records of the tribal council's

proceedings in regard to the liquor enterprise shall be available for inspection by any Suquamish tribal member upon request.

(5) With Suquamish Liquor Commission approval, to hire and set the salaries of additional personnel, as the liquor enterprise manager determines are necessary to the successful operation of the liquor enterprise.

(6) To supervise all liquor enterprise employees.

(7) To purchase, with tribal council approval, and to maintain the liquor enterprise real and personal property.

(8) To maintain all liquor enterprise revenues in a special account, under direction from the tribal treasurer. Funds may be withdrawn from this account by the liquor enterprise manager for the wholesale purchase of liquor products to be sold pursuant to this chapter, for payment of salaries and business expenses of employees of the liquor enterprise, and for the purchase and upkeep of real and personal property required for the liquor enterprise's operation.

(9) To set the retail price for all liquor products sold pursuant to this chapter in cooperation with the liquor commission.

(10) To obtain and maintain in full force and effect a policy of general liability insurance covering the premises in an amount set by the tribal council. The policy shall contain the stipulation that the Suquamish Tribe shall be given ten (10) days' notice of the proposed cancellation or expiration of such policy and shall have available for inspection a complete copy of such policy.

(11) The liquor enterprise manager shall be bonded for such additional amount and for such additional purposes as the tribal council deems to be appropriate in managing the liquor enterprise. (Res. 85-080 §7.3, passed Sept. 24, 1985)

11.2.9. Suquamish Liquor Commission. There is hereby created a Suquamish Liquor Commission. The members of the Suquamish Tribal Council shall serve as the Suquamish Liquor Commission. The liquor commission is empowered to:

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

(2) Adopt and enforce rules and regulations in furtherance of the purposes of this chapter and the performance of its administrative functions. (Res. 85-080 §7.1, §7.2, passed Sept. 24, 1985)

11.2.10. Independent Tribal Operator's License. (a) A member of the Suquamish Tribe may apply to the Suquamish Liquor Commission for a license to operate a tribal liquor products outlet on trust property owned by the applicant within the Port Madison Indian Reservation.

(b) The Suquamish Liquor Commission shall recommend to the Suquamish Tribal Council which applicant, if any, shall receive a license under this section. The tribal council at its sole discretion shall determine which, if any, applicant shall receive a license. Each license granted shall specify what liquor products are authorized to be sold pursuant to a granted license.

(c) The tribal council, in determining which applicant, if any, shall receive a license under this section, shall consider the current number of tribal liquor outlets in operation or contemplated and shall not act so as to frustrate the central purposes of this act by allowing the unnecessary proliferation of liquor product outlets.

(d) The operator shall comply with all parts of this chapter and with all rules and regulations relating to retail sales price, hours of sale, and persons to whom sales are lawfully permitted. (Res. 85-080 §9, passed Sept. 24, 1985)

11.2.11. Sovereign Immunity Preserved. Nothing in this chapter is intended or shall be construed as a waiver of the sovereign immunity of the Suquamish Tribe. No manager or employee of the liquor enterprise shall be authorized or attempt to waive the immunity of the tribe. (Res. 85-080 §10, passed Sept. 24, 1985)

11.2.12. Other Business. A licensee under §11.2.10 may conduct other business simultaneously with the management of the liquor product outlet for the tribe. The other business may be conducted on the same premises. (Res. 85-080 §11, passed Sept. 24, 1985)

11.2.13. Revenues and Taxation. There is hereby levied on the Suquamish Tribal Liquor Enterprise a tax in the amount of one hundred percent (100%) of all enterprise profits which exceed a percentage of annual net sales to be determined each year by the tribal council. Profits not taxed pursuant to this section shall be deposited in a separate development fund, which shall be appropriated by the tribal council, as it deems advisable, for the following tribal government purposes: operation and development of the liquor enterprise, operation and development of other tribal enterprises, and technical assistance for tribal enterprises and revenue generating functions. Taxes shall be paid quarterly. For purposes of this section, "profits" shall be defined as all earnings in excess of the cost of sales, undistributed expenses, and other expenses. (Res. 85-080 §12, passed Sept. 24, 1985)

11.2.14. Operating without a License. No person shall operate a liquor products outlet on the Port Madison Indian Reservation without first having in effect an independent tribal operator's license or as an employee of a liquor product outlet established by the liquor commission. (Res. 85-080 §13, passed Sept. 24, 1985)

11.2.15. Penalty. Any person or entity selling, bartering, or manufacturing liquor products in violation of any part of this chapter or rule or regulation adopted pursuant to this chapter shall be subject to a civil fine of not more than one hundred dollars (\$100) for each violation. In addition, persons or entities subject to criminal prosecution by the tribe who sell, barter, or manufacture liquor products in violation of any part of this chapter or any rule and regulation

adopted thereunder shall be subject to punishment as provided in this code. (Res. 85-080 §14, passed Sept. 24, 1985)

11.2.16. Drinking in Public. (a) No person shall open any container containing an alcoholic beverage or consume any alcoholic beverage on any public roadway, sidewalk, or place of the Port Madison Indian Reservation unless allowed pursuant to this chapter or tribal regulations adopted pursuant hereto. Any violation of this section shall be punished by fine not to exceed five hundred dollars (\$500), or imprisonment not to exceed six (6) months, or both. In setting the appropriate penalty, the Suquamish Tribal Court shall consider whether the defendant has violated this section in the past and whether the particular violation resulted in a public disturbance.

(d) The consumption of alcoholic beverages allowed in this section shall not be construed as authorizing or allowing any individual to commit any activity which is made unlawful by any other part of this code. It shall not be a defense, unless made a defense by provision of this code, that an individual alleged to have violated any other provision of this code was consuming an alcoholic beverage at the time of the alleged violation.

(e) This section shall be applicable only to members of the Suquamish Tribe unless subsequently amended by tribal resolution. (Res. 85-080 §16, passed Sept. 24, 1985; (b) and (c) repealed by tribal council vote, July 13, 1992)