COMMUNITY CONTRIBUTION AGREEMENT

THIS AGREEMENT is entered into among THE STATE OF WASHINGTON GAMBLING COMMISSION ("State"), THE JAMESTOWN S'KLALLAM TRIBE ("Tribe"), CLALLAM COUNTY ("County"), CITY OF SEQUIM ("City"), FIRE DISTRICT NO. 3 ("FD3") and FIRE DISTRICT NO. 5 ("FD5").

RECITALS

WHEREAS, the State of Washington and the Tribe entered into a Gambling Compact ("Compact") pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.,* on February 19, 1993; and

WHEREAS, the Compact provides at Article III(C)(3)(b)(1) that at least two percent (2%) of the Class III gaming net win, a Compact defined term, should be distributed as a community contribution to provide assistance to local law enforcement agencies, emergency services, and/or other service agencies impacted by tribal gaming; and

WHEREAS, the Compact provides at Article III(C)(3)(b)(2) that a committee, consisting of a representative of the Tribal Council, a representative from the county in which the gaming facility is located, and a representative from the State Gaming Agency, be established to meet and discuss the impacts of the casino; and

WHEREAS, the Compact provides at Article III(C)(3)(b)(6) that at any time after one (1) year from the opening of the tribal Class III gaming facility, or from time-to-time thereafter, either the State Gaming Agency or Tribal Gaming Agency may request a re-evaluation and possible adjustment of the community contribution based upon impacts being different than anticipated. In the event that the State Gaming Agency and Tribal Gaming Agency agree, the community contribution shall be adjusted at that time; and

WHEREAS, the State Gaming Agency and Trial Gaming Agency have entered into such an agreement to adjust the community contribution to reflect the amounts the committee has determined were the impacts for past years and to reflect the amounts the committee estimates the impacts will be for at least the year 2000 and possibly future years; and

WHEREAS, the Tribe opened the Seven Cedars Casino ("Casino") on February 5, 1995; and

WHEREAS, in the intervening six-year period, experience has established that the impacts on local law enforcement and emergency and other service providers have not been as substantial as was originally contemplated in the Compact; and

WHEREAS, in the intervening six-year period, the revenues generated by the Casino have not been as substantial as were originally contemplated by the Tribe. Consequently, the Tribe has become delinquent in its payment of the community contribution; and

WHEREAS, the committee has determined that the jurisdictions most impacted by the Casino have been the Clallam County Sheriff's Office, the Sequim Police Department, Fire District #3, and Fire District #5, and they should receive the community contributions accordingly. Because of this, all of those parties are signatories to this agreement, even though they are not members of the committee; and

WHEREAS, the parties desire to establish a payment plan for satisfaction of the delinquency and set the amounts the committee estimates the impacts will be for at least the year 2000 and possibly future years.

NOW THEREFORE, in mutual consideration for the promises contained herein, the parties agree as follows:

1. Delinquencies: for the period February 5, 1995 through December 31, 1999, inclusive, the Tribe acknowledges that it is delinquent in its community contribution payments, as determined by the committee, in the following amounts:

County (Clallam C. Sheriff's Dept.)	$43,163
City (Sequim Police District)	$54,065
FD3 (Clallam County)	$16,220
FD5 (Jefferson County	$10,813

The foregoing delinquencies shall be satisfied by the Tribe according to the schedule attached hereto as Attachment "A".

2. Prospective Community Contribution: Beginning January 1, 2000, and continuing each and every year thereafter, unless modified by subsequent written agreement of the parties and an agreement between the State Gaming Agency and Tribal Gaming Agency, the Tribe shall pay the following annual community contributions:

County	$20,000.00
City	$6,000.00
FD3	$10,000.00
FD5	$ 1,000.00

Payments shall be made by the tribe on March 31st, June 30th, September 30th and December 31st of each and every year, except as provided in Paragraph 3 below. Each payment shall be equal to twenty-five percent (25%) of the annual amounts set forth above.

3. Special Event Adjustment: The annual amounts set forth in Paragraph 2, above, are contemplated to reimburse the local agencies for impacts associated with the normal operations of the Casino. The Tribe agrees to contribute an additional amount for impacts associated with Special Events. "Special Events" for purposes of this Agreement are those:

(A) Where the sponsored event is conducted primarily outdoors **and** (1) the total estimated attendance over the duration of the event is One Thousand (1000) or more persons; **or** (2) the nature of the event is such that it is reasonable to assume that non-paying members of the traveling public can be expected to temporarily slow down or stop their vehicles on public roads to witness the event, thus causing traffic and safety concerns; or

(B) Where the event is conducted on Casino property **and** (1) the total estimated attendance over the duration of the event is expected to exceed the available parking on the grounds of the Casino.

The Tribe agrees to notify the Clallam County Sheriff, Sequim Chief of Police and the Chiefs of Fire Districts 3 and 5 sixty (60) days before the Special Event is scheduled to occur to facilitate planning by those agencies for the Special Event. The parties agree to negotiate in good faith and any adjustments shall be paid by the Tribe no later than two (2) weeks before the scheduled event. In the event that the parties are unable to agree, either party may request a special meeting of the Community Contribution Committee to address the dispute. If extra funds are paid by the Tribe for special events, the local jurisdiction shall provide documentation of the expenses to the Tribe.

4. Modification: The prospective community contribution set forth in Paragraph 2, above, shall remain in effect until modified, in writing in a manner consistent with Article III(C)(3)(b)(6) of the Compact. Nothing herein is intended to preclude an increase in a community contribution if future impacts justify an increase. In addition, this agreement does not affect in any way the contributions set forth in Section 14.1 of Appendix X, an amendment made to the tribal/state Compact in November 1999. That section provides that up to one-half of one percent of the net win derived from tribal lottery system activities shall be added to the community contribution fund, to the extent that such amounts provided in the original compact are insufficient to meet actual and demonstrated impacts.

By entering into this agreement, the parties are acknowledging, for the given time, that the amounts provided in the original compact are sufficient. Any party may request a review of the community contribution at any time and the parties agree to negotiate any adjustments to the community contribution in good faith; the parties understand that such an agreement may require that the State Gaming Agency and Trial Gaming Agency enter into a separate agreement. Even if there is not a request to review the community contribution, the committee will meet at least every two years to discuss whether the amounts agreed to above are still sufficient. The first meeting will be held in January 2002. However, if the Community Contribution Committee receives a request for funds in an odd numbered year by an impacted agency not a party to this agreement the

Community Contribution Committee shall meet during that year to make a determination of that request.

5. Effective Date of Agreement: The effective date of this agreement is January 1, 2000.

JAMESTOWN S'KLALLAM TRIBE

By: W. Ron Allen
Its Executive Director / Chairman
Date: 5-30, 2001

THE STATE OF WASHINGTON GAMBLING COMMISSION

By: _____
Its (Title) _____
Date: _____, 2001

CLALLAM COUNTY COMMISSIONERS

By: _____
Its (Title) Chairman
Date: April 24, 2001

FIRE DISTRICT 3

By: _____
Its (Title) Board Chairman
Date: May 15, 2001

CITY OF SEQUIM

By: _____
Its (Title) CITY MANAGER
Date: 5-9-01, 2001

FIRE DISTRICT 5

By: _____
Its (Title) Chair Commissioner
Date: 5-23-01, 2001

CLALLAM COUNTY PROSECUTOR'S OFFICE

By: Christopher Kelly
Its (Title) Deputy Prosecuting Attorney for Clallam County
Approved as to form.

Date: 9 April, 2001

7 Cedars Casino
Community Contribution
Payment Schedule
Old Balances
Opening through 12-31-99
Agreement Reached 3-2-00

Schedule A

		Total	Fire District 5	Fire District 3	Sequim Police	Cl Co Sheriff
Balance on Old		**124,260**	**10,813**	**16,220**	**54,065**	**43,163**
1	3/15/00	6,000	6,000			
2	4/15/00	6,000	4,813	1,187		
3	5/15/00	6,000		6,000		
4	6/15/00	6,000		6,000		
5	7/15/00	6,000		3,033	2,968	
6	8/15/00	6,000			6,000	
7	9/15/00	6,000			6,000	
8	10/15/00	6,000			6,000	
9	11/15/00	6,000			6,000	
10	12/15/00	6,000			6,000	
	Year 2000	**60,000**	**10,813**	**16,220**	**32,968**	**-**
11	1/15/01	6,000			6,000	
12	2/15/01	6,000			6,000	
13	3/15/01	6,000			6,000	
14	4/15/01	6,000			3,097	2,903
15	5/15/01	6,000				6,000
16	6/15/01	6,000				6,000
17	7/15/01	6,000				6,000
18	8/15/01	6,000				6,000
19	9/15/01	6,000				6,000
20	10/15/01	6,000				6,000
21	11/15/01	4,260				4,260
	Year 2001	**64,260**	**-**	**-**	**21,097**	**43,163**
	Total	**124,260**	**10,813**	**16,220**	**54,065**	**43,163**

Source: Ruffcorn
Distrib: Ron, Fred, Jerry, Linda, Gary, County Participants, WSGC