

*Casino revenues*

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the Swinomish Indian Tribal Community (the "Tribe" or "Grantor"), a federally recognized Indian Tribe organized pursuant to section 16 of the Indian Reorganization Act, 25 U.S.C. § 476, acting through the Swinomish Gaming Commission, the Tribe's gaming regulatory agency, and the City of Anacortes ("Grantee").

### Recitals

- A. Pursuant to Section XIII.C. of the Tribal-State Compact for Class III Gaming entered into between the Tribe and the State of Washington, the Tribe has agreed to set aside 2% of the net win from Class III gaming at the Swinomish Casino as a Community Contribution to provide assistance to non-tribal law enforcement and other government services that are affected by the Casino.
- B. Pursuant to the Compact, first priority for funding from the Community Contribution fund is the Skagit County Sheriff's Office, for costs related to hiring one additional deputy, so that monitoring, routine patrol, and response services will be available to cover the Casino and to respond promptly as needed. An additional priority pursuant to the Compact is funding for fire protection and emergency medical services for the Casino, provided by Fire District #13 and Anacortes Fire Department EMS, respectively.
- C. Pursuant to the Compact, a Community Contribution Committee consisting of a representative of the Tribal Senate, the Swinomish Chief of Police, the Skagit County Sheriff, the Chief of Fire District #13, and a representative of the Washington State Gambling Commission has made allocations of the Community Contribution fund for the period July 15, 1995, through July 14, 1996 (the "Grant Period"), based on projections of Casino revenues for that period. The Committee recognized that if revenues during any of the four quarters of the grant period are less than the projected revenues on which the allocations were based, then allocations may need to be reduced in order to fulfill the funding priorities set out above and in the Compact.

### WHEREFORE, Grantor and Grantee agree as follows:

1. Grantee has received a tentative allocation of \$4,000.00 for the Grant Period. First quarter funding of \$1000.00 will be paid by Grantor on or about November 15, 1995, or within twenty days of execution of this MOU, whichever is later.
2. Second, third, and fourth quarter funding, in amounts equal to the first quarter funding, will be paid on or about February 15, May 15, and August 15, 1996, respectively, provided that sufficient funds are available.
3. Grantee acknowledges that if Casino revenues during any quarter are less than the projected Casino revenues on which the tentative allocation was based, funding to Grantee may be reduced in order to fully fund the priority programs set out above. However, any such reduction in funding will be made up at the first opportunity, to the extent that funds become available.

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4. Grantee agrees that funding under this MOU is to be applied to Anacortes Police Department for dispatch services and/or polygraphic services. Grantee further agrees that such funding will not be used to supplant other funding for police dispatch or polygraphic services, but rather, in order to offset impacts from the operation of the Casino, will be used to increase the amount of funds that would, in the absence of the grant, be available for police dispatch and/or polygraphic services.

5. Grantee agrees to maintain accurate records of the use of the grant funds, and will make such records available to the Community Contribution Committee upon request.

6. Grantee agrees to make reasonable efforts to quantify impacts of the Casino on the program funded with the grant, and understands that such quantification will be considered by the Community Contribution Committee in allocating future Community Contribution funds.

7. Grantee agrees to provide to Community Contribution Committee, on or before July 1, 1996, a brief written report containing the following information: (a) amount of grant already expended and purposes for which the funds were expended; (b) amount of grant yet to be expended and purposes for which the funds will be expended; (c) any information available on the impacts of the Casino on the program funded with the grant; and (d) amount of grant funds sought for the period July 15, 1996, through July 14, 1997, and the purposes for which the requested grant will be expended. Such report shall be mailed to:

Community Contribution Committee  
c/o Swinomish Gaming Commission  
P.O. Box 698  
LaConner, WA 98257-0698

FOR THE GRANTOR:  
SWINOMISH INDIAN TRIBAL COMMUNITY

By: Lorraine Loomis  
Lorraine Loomis, Chair  
Swinomish Gaming Commission

Date: 11-3-95

FOR THE GRANTEE:  
CITY OF ANACORTES

By: H. Dean Mayhew  
Its: (MAYOE)

Date: 12/21/95

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B. Pursuant to the Compact, first priority for funding from the Community Contribution fund is the Skagit County Sheriff's Office, for costs related to hiring one additional deputy, so that monitoring, routine patrol, and response services will be available to cover the Casino and to respond promptly as needed. An additional priority pursuant to the Compact is funding for fire protection and emergency medical services for the Casino, provided by Fire District #13 and Anacortes Fire Department EMS, respectively.

C. Pursuant to the Compact, a Community Contribution Committee consisting of a representative of the Tribal Senate, the Swinomish Chief of Police, the Skagit County Sheriff, the Chief of Fire District #13, and a representative of the Washington State Gambling Commission has made allocations of the Community Contribution fund for the period July 15, 1994, through July 14, 1995 (the "Grant Period"), based on Casino revenues for the first three months of that period. The Committee recognized that if revenues during any of the subsequent three quarters of the year are less than revenues during the first quarter, on which the allocations were based, then allocations may need to be reduced in order to fulfill the funding priorities set out above and in the Compact.

### **WHEREFORE, Grantor and Grantee agree as follows:**

1. Grantee has received a tentative allocation of \$5,000.00 for the Grant Period. First quarter funding of \$1,250.00 will be paid by Grantor within seven days of execution of this MOU.
2. Second, third, and fourth quarter funding, in amounts equal to the first quarter funding, will be paid on or about February 15, May 15, and August 15, 1995, respectively, provided that sufficient funds are available.
3. Grantee acknowledges that if second, third, or fourth quarter Casino

revenues are less than the first quarter Casino revenues on which the tentative allocation was based, funding to Grantee may be reduced in order to comply with the priorities set out above. However, any such reduction in funding will be made up at the first opportunity, to the extent that funds become available.

4. Grantee agrees that funding under this MOU is to be applied to Anacortes Fire Department Emergency Medical Services. Grantee further agrees that such funding will not be used to supplant other funding for Emergency Medical Services, but rather, in order to offset impacts from the operation of the Casino, will be used to increase the amount of funds that would, in the absence of the grant, be available for Emergency Medical Services.

5. Grantee agrees to maintain accurate records of the use of the grant funds, and will make such records available to the Community Contribution Committee upon request.

6. Grantee agrees to make reasonable efforts to quantify impacts of the Casino on the program funded with the grant, and understands that such quantification will be considered by the Community Contribution Committee in allocating future Community Contribution funds.

FOR THE GRANTOR:

SWINOMISH INDIAN TRIBAL COMMUNITY

By: Lorraine Loomis  
Lorraine Loomis, Chair  
Swinomish Gaming Commission

Date: 12-15-94

FOR THE GRANTEE:

CITY OF ANACORTES

By: H. Near Mafel

Date: 12/22/94