

**FOURTH AMENDMENT TO THE TRIBAL-STATE COMPACT  
FOR CLASS III GAMING BETWEEN  
THE NISQUALLY INDIAN TRIBE AND THE STATE OF WASHINGTON**

**WHEREAS**, on May 25, 1995, the State of Washington (“State”) and the Nisqually Indian Tribe (“Tribe”) executed a Class III Gaming Compact (“Original Compact”), pursuant to the Indian Gaming Regulatory Act of 1988 (“IGRA”), P.L. 100-407, codified at 25 U.S.C. Section 2701 et. seq. and 18 U.S.C. Sections 1166-1668; and

**WHEREAS**, The State and the Tribe subsequently executed Amendments to the Tribal-State Compact for Class III Gaming between the Tribe and the State (the “Amendments”); and

**WHEREAS**, the Original Compact and the Amendments have been approved by the Secretary of the Interior and are in full force and effect (hereinafter referred to collectively as the “Compact”); and

**WHEREAS**, the State and Tribe subsequently conducted additional negotiations in accordance with the provisions of IGRA and the terms of the Compact; and

**WHEREAS**, the State and Tribe have agreed to certain changes to the Compact, including certain provisions found within Appendix X2, that the parties believe will benefit the Tribe and the State, will be fair and protect the members of the Tribe and the other citizens of the State, and are consistent with the objectives of IGRA.

**NOW, THEREFORE, the Compact shall be, and is hereby amended as follows:**

1. The attached Class III Tribal-State Gaming Compact and its appendices supersedes the original Tribal-State Gaming Compact entered on May 25, 1995, as amended, in its entirety.

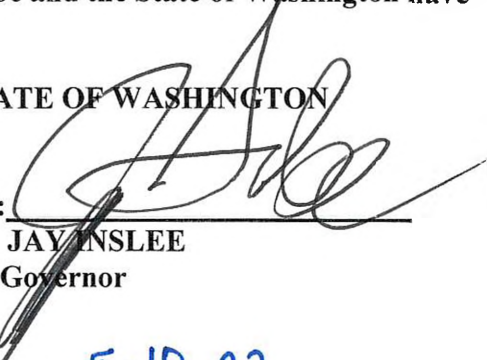
**IN WITNESS WHEREOF, the Nisqually Indian Tribe and the State of Washington have executed this Compact.**

**NISQUALLY INDIAN TRIBE**

BY:   
**WILLIAM FRANK III**  
Chairman

DATED: April 21, 2022

**STATE OF WASHINGTON**

BY:   
**JAY INSLEE**  
Governor

DATED: 5.18.22



# TRIBAL – STATE COMPACT FOR CLASS III GAMING

*BETWEEN THE*

## Nisqually Indian Tribe

*AND THE*

## State of Washington

# Nisqually Indian Tribe – State of Washington Class III Gaming Compact

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## **INTRODUCTION**

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

## **INTENT STATEMENT**

This Class III Tribal-State Gaming Compact supersedes the original Tribal-State Gaming Compact entered on May 25, 1995, as amended, and is hereby stated as set forth below and pursuant to the appendices attached hereto.

To the extent they do not conflict, Internal Controls, game rules, and similar documents agreed to as of the date of the publication of Amendment 4 remain in full force and effect unless and until they are subsequently modified pursuant to the process set forth in the Compact.

## **PARTIES**

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

## **DECLARATION OF POLICY AND PURPOSE**

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

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

The Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide for mutual governmental purposes and to provide a regulatory framework for the operation of certain Class III Gaming, which is intended to: (a) ensure the fair and honest operation of such Gaming activities; (b) maintain the integrity of all activities conducted in regard to such Gaming activities; (c) prevent unsavory and unsuitable persons from having any direct or indirect involvement with Gaming activities at any time or in any capacity; (d) establish



and maintain responsible accounting practices and procedures; (e) maintain effective control over the financial practices related to Gaming activities, including establishing the minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues and reliable recordkeeping; (f) prevent cheating and fraudulent practices; and (g) protect the health, welfare and safety of the citizens of the Tribe and of the State.

The Act provides that an Indian tribe may conduct Class III Gaming as provided in IGRA. The Tribe and the State of Washington have mutually agreed that the conduct of Class III Gaming under the terms and conditions set forth below will benefit the Tribe and protect the citizens of the Tribe and of the State consistent with the objectives of the Act.

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

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

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

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

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

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

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

## I. TITLE

This document will be cited as “Nisqually Indian Tribe – State of Washington Gaming Compact.”

## II. DEFINITIONS

For purposes of this Compact:

- A. “Act” or “IGRA” means the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §2701 et seq.
- B. “Applicant” means any Individual who has applied for a Tribal license, State Certification, Eligibility Determination or Gaming Employee Registration whether or not such license, Certification, Eligibility Determination, or Registration is ultimately granted.
- C. “Cash” when used as a noun, means currency in the form of coins or bills issued by the government of the United States.
- D. “Cash Equivalent” means Cash in the form of a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashier’s check, a check drawn on the Gaming Operation payable to the patron or to the Gaming Operation, a patron’s debit or credit card, a patron’s reloadable prepaid card that has been verified as being issued to the patron and is nontransferable, ACH transfer if the operator has security measures and controls to prevent ACH Fraud regarding failed ACH deposits, or a voucher recording Cash drawn against a credit card or charge card.
- E. “Certification” or “State Certification” means the process described in Section VI.B utilized by the State Gaming Agency to ensure that all Individuals or other entities or persons required to be licensed or certified are qualified to hold such license or Certification in accordance with this Compact.
- F. “Class III Gaming” means all forms of Gaming as defined in 25 U.S.C. § 2703(8) and authorized under Section IV of this Compact.
- G. “Closed Surveillance System” means a recording system with a collection of surveillance cameras in which live signals are recorded and are available to be viewed within the system and are not publicly distributed or accessible.
- H. “Compact” means the Nisqually Indian Tribe – State of Washington Gaming Compact and Appendices, as stated herein.

- I. "Electronic Gambling Device" or "Gambling Device" means any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance and any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof. Notwithstanding the foregoing, "Electronic Gambling Device" does not include a "Class II Gambling Device."
- J. "Eligibility Determination" means a process described in Section VI.C conducted by the State Gaming Agency to verify a person qualifies for a Tribal license and does not pose a threat to the public or to effective regulation of Class III Gaming under this Compact.
- K. "Federally Recognized Tribe" means an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States of America, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs or successor agency.
- L. "Gaming" or "Gambling" means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome.
- M. "Gaming Code" means the Nisqually Tribal Ordinance approved by the National Indian Gaming Commission pursuant to IGRA and codified in Title 17 of the Nisqually Tribal Code, as amended and any regulations or rules adopted by the Tribe thereunder.
- N. "Gaming Employee" means any natural person employed in the operation or management of the Gaming Operation, whether employed by or contracted by the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the Gaming Facilities regarding any Class III Gaming, including, but not limited to, Gaming Operation managers and assistant managers; accounting personnel; security personnel; surveillance personnel; cashiers; dealers or croupiers; box men; floormen; Pit bosses; shift bosses; cage personnel; collection personnel; Sports Wagering personnel; Gaming consultants; parimutuel clerks; management company employees, officers, and Principals; and any other natural person whose employment duties require or authorize access to restricted areas of the Gaming Facilities not otherwise opened to the public or to areas otherwise designated by the Tribal and State Gaming Agencies.
- O. "Gaming Facility" or "Gaming Facilities" means the building or buildings or portions thereof in which Class III Gaming occurs as authorized by this Compact.

- P. “Gaming Operation” means the enterprise or enterprises operated by the Tribe on Tribal Lands for the conduct of any form of Class III Gaming in any Gaming Facility.
- Q. “Gaming Promotion” means a way to encourage players to participate in a Gaming activity. A Gaming Promotion cannot require the participants to give valuable consideration in order to participate in the promotion.
- R. “Gaming Services” means the providing of any goods or services to the Tribe directly in connection with the operation of Class III Gaming in a Gaming Facility, and involving restricted areas or access. Goods or services include, but are not limited to, equipment, maintenance, management or security services for the Gaming Facility.
- S. “Gaming Station” means one conventional, physical Gaming table of the general size and scope as commonly used in Nevada.
- T. “Independent Accountant” means a professional accountant suitably qualified and sufficiently independent to act as auditor of the Gaming Operation.
- U. “Indian” means an enrolled member of a Federally Recognized Tribe.
- V. “Individual” means, but is not limited to, natural persons and business entities including business sole-proprietorships, partnerships, corporations, joint ventures, organizations and associations. The term “Individual” excludes the Tribe and State.
- W. “Internal Controls” means the documents that describe the internal operational system or internal procedures of the Gaming Operation designed to promote efficiency, safeguard assets, and avoid fraud and error.
- X. “Investigative Report” means a report that accurately reflects the background investigation conducted by the Tribal Gaming Agency to determine whether a Gaming Employee/Applicant qualifies to hold a Gaming license. Each Investigative Report should include at least the following: full legal name, alias, date of birth, unique identification number, position to be held, summary of investigative results found, type of license issued, date license issued, and who completed the investigation.
- Y. “Keno System” means the collection of hardware and software components which facilitate the play, reporting, and security of the keno game. The system includes number selection devices, databases, servers, networking devices, management terminals, kiosks, and other components used as integral parts of the keno game.
- Z. “Local Law Enforcement Agency” means any law enforcement agency in the vicinity of the Gaming Operation that has jurisdiction to enforce local and State laws within the Tribal Lands, or is subject to the terms of a cross-deputization agreement.

- AA. “Memorandum of Understanding” or “MOU” means a document agreed upon by both the Tribe and State Gaming Agency that clarifies terms or details of agreed upon Compact provisions and does not add provisions which would require an amendment.
- BB. “National Indian Gaming Commission” or “NIGC” means the Commission established pursuant to Section 5 of the Act, 25 U.S.C. § 2704.
- CC. “Net Win” means the total amount wagered or played less the amounts repaid to winners.
- DD. “Non-Indian” means a person not enrolled as member of a Federally Recognized Tribe.
- EE. “Pit” means the area enclosed or encircled by an arrangement of Gaming Stations in which Gaming Facility personnel administer and supervise the games played at the Gaming Stations by the patrons located on the outside perimeter of the area.
- FF. “Principal” means with respect to any enterprise: (i) each of its officers and directors; (ii) each of its Principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who own more than ten percent of the shares of the corporation, if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the total financing of the enterprise or project.
- GG. “Proof of Identity” means legal identification that includes a current photograph such as a valid driver’s license, state identification card, valid passport, military identification card, or tribal identification card.
- HH. “Registration” or “Gaming Employee Registration” means the process described in Section VI.D. conducted by the State Gaming Agency to determine, from the State’s perspective, if a person is of good character, honesty and integrity; his or her prior activities do not pose a threat to the public or to effective regulation under this Compact; and that he/she is likely to conduct Class III Gaming activities in accordance with this Compact.
- II. “RCW” means the Revised Code of Washington, as amended.
- JJ. “State” means the State of Washington, its authorized officials, agents and representatives.
- KK. “State Gaming Agency” means the Washington State Gambling Commission.
- LL. “Tribal Gaming Agency” means the Tribal Gaming Commission and/or such other agency of the Tribe as the Tribe may from time to time designate by written notice to

the State as the single Tribal agency primarily responsible for regulatory oversight of Class III Gaming as authorized by this Compact.

- MM. "Tribal Gaming Agent" means an employee of the Tribal Gaming Agency duly appointed by the agency as an agent.
- NN. "Tribal Lands" means Indian lands as defined by 25 U.S.C. § 2703(4)(A) and (B), subject to the provisions of 25 U.S.C. § 2719.
- OO. "Tribal Law Enforcement" means any police force established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Tribal Lands.
- PP. "Tribal Licensing" means the licensing process utilized by the Tribe to ensure all Individuals and other entities required to be licensed are qualified to hold such license in accordance with provisions of the Tribe's Gaming Code, regulations, and this Compact.
- QQ. "Tribal Member" means an enrolled member of the Nisqually Indian Tribe pursuant to the membership laws of the Tribe.
- RR. "Tribe" or "Tribal" means or refers to the Nisqually Indian Tribe, its authorized officials, agents, and representatives, and includes, for purposes of ownership and/or operation of a Gaming Operation and/or Gaming Facility in accordance with the terms of this Compact, federally or tribally chartered entities wholly owned by the Tribe.
- SS. "WAC" means the Washington Administrative Code, as amended.

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

- A. Location of the Gaming Facilities  
The Tribe may establish two (2) Gaming Facilities to be located on Tribal Lands.
- B. Ownership of Gaming Facilities and Gaming Operation  
The Gaming Operation, including all Gaming Facilities, shall be owned by the Tribe. The Tribe may, if it chooses, contract for management of the Gaming Facilities and Gaming Operation. Any such contract shall subject the manager to the terms of this Compact, including licensing pursuant to the requirements of Sections V. and VI. of this Compact.
- C. Construction  
Any Gaming Facility will comply with all applicable tribal and federal regulations, including by way of example: zoning, building, environmental review and water quality protection.

D. Public Health, Safety and Environmental Protection

The number of persons permitted in any Gaming Facility will not exceed the number authorized by applicable fire and building codes. The Tribe shall make provisions for adequate emergency accessibility and service. The Gaming Facility shall be in compliance with and the Tribe shall enforce standards no less stringent than those contained in the following laws, regulations and codes:

- (1) Indian Health Service public health standards.
- (2) All applicable Federal laws establishing minimum standards for environmental protection.
- (3) Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements.
- (4) Federal water quality and safe drinking water standards.
- (5) International Building Code, including codes for electrical, fire and plumbing.
- (6) Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements.
- (7) Tribal Codes regarding public health, safety and environmental protection standards.

E. Alcoholic Beverage Service

Standards for alcohol service within the Gaming Facilities shall be subject to applicable law or applicable agreement between the Tribe and Washington State Liquor and Cannabis Board, or its successor agency.

F. Community Contribution

(1) The Tribe recognizes that activities directly and indirectly associated with the operation of its Gaming Facilities may impact Local Law Enforcement Agencies, emergency services, and other services and place an increased burden on them. The Tribe hereby agrees to establish an Impact Mitigation Fund for purposes of providing assistance to non-Tribal Law Enforcement, emergency services, and/or service agencies (including those agencies responsible for traffic and transportation, and water and sanitary sewer) showing demonstrated impacts by the Class III Gaming Facilities.

(2) Withholding and disbursement

- a) The Tribe agrees to withhold and disburse up to two percent (2.0%) of the Net Win from Gaming Stations within the Gaming Facilities, except as otherwise excluded under the provisions of this Compact, for the Impact Mitigation Fund. Except as otherwise provided in Appendix X2, Section 14.1, with respect to Tribal Lottery System activity revenues, no Tribal Lottery System activity revenues, no proceeds from a nonprofit station as authorized under Section III.I., no revenues from Class II gaming, and no revenues from non-gaming activities such as, but not limited to, food, beverage, wholesale or retail sales, shall be included with the two percent (2.0%) as set forth in this section.

- b) Notwithstanding the withholding and disbursement provision above, if any provisions in Appendix E are implemented in conformity with Section 1 of Appendix E, the withholding and disbursement provisions in Appendix E Section 7.4 shall apply.
- (3) Impact Mitigation funds shall be paid by the Tribe to any neighboring jurisdictions for the purposes outlined in Section III.F(1) above, as a contribution to defer the actual or potential impacts upon those jurisdictions resulting from the operation of the Gaming Facility, and/or other purposes as the Tribe and a jurisdiction may agree. These funds shall be proportionately shared by the impacted jurisdictions based upon evidence of such impacts as demonstrated by each jurisdiction. The Tribe shall transmit verification of actual payment to recipients of Impact Mitigation Fund amounts to the Tribal Gaming Agency on a bi-annual basis. The Tribal Gaming Agency shall forward said verification to the State Gaming Agency.
- (4) Either the State Gaming Agency or the Tribe may request a re-evaluation, and possible adjustment of the community contribution based upon impacts being different than anticipated. In the event the State Gaming Agency and Tribe mutually agree, the community contribution shall be adjusted at that time.

G. Forms of Payment

All payment for wagers made in authorized forms of Class III Gaming conducted by the Tribe on its Tribal Lands, including the purchase of chips for use in wagering, shall be made by Cash or Cash Equivalent. Cash payments for wagers made through near-field communication (NFC) devices, EMV or smart cards, or similar secure payment technologies may be utilized upon agreement between the Tribe and the State Gaming Agency and documented in a Memorandum of Understanding. No credit shall be extended to any patron of the Gaming Facilities for Gaming activities except as authorized in this Compact and Appendices.

- (1) Digital Wallet. The Tribe and State agree that connecting a patron's Tribal Lottery System Player Account and Sports Wagering Account "digital wallet", or other payment/wagering accounts, at the Gaming Operation shall not be deemed approved as part of the approval of the Sports Wagering Appendix S. Any future proposal from the Tribe to make such connections must meet Compact and applicable Appendices requirements. If the Tribe's Compact and Appendices provisions do not allow this connection, additional amendments/negotiations may be initiated. If the Tribe determines its proposal meets current Compact and Appendices requirements, the proposal will be submitted to and approved by the Tribe and State Gaming Agency, and such agreement will be documented. The documentation will include at a minimum: how it complies with Compact and Appendices; security, integrity, and testing provisions; and related Internal Controls. Nothing in the Sports Wagering Appendix S is intended to prevent the Tribe from offering a "digital wallet" for Sports Wagering.



H. Size of Gaming Floor

The actual size of the Class III Gaming Floor within each Gaming Facility shall be determined by the Tribe.

I. Gaming Stations Limits

(1) The maximum number of Class III Gaming Stations shall not exceed seventy-five (75) Gaming Stations within one Gaming Facility and a total of fifty (50) Gaming Stations within a second Gaming Facility plus, at the option of the Tribe, one (1) additional Gaming Station (“the nonprofit station”) for every twenty-five (25) Gaming Stations allowed in a Gaming Facility. The proceeds from all nonprofit stations shall be dedicated to support nonprofit and charitable organizations and their activities located within Thurston County or the State of Washington. For purposes of determining “proceeds” from a nonprofit station only, proceeds shall mean the pro rata Net Win of the nonprofit station. The Gaming Code shall require regulations to be adopted concerning the types of bona fide nonprofit and charitable organizations or types of projects of such organizations that shall be supported by a nonprofit station. PROVIDED, that the Tribe is required to obtain transfers of Class III Gaming Station authorization from another Tribe which has entered into a compact with the State for the use of Class III Gaming Stations, as defined in this Compact for any Class III Gaming Stations, except for nonprofit stations, beyond sixty (60) in total for all Gaming Facilities. PROVIDED FURTHER, that the transfer of Class III Gaming Station authorization from another Tribe shall be effectuated through the use of a “Class III Gaming Station Transfer Agreement” substantially in the form appended hereto as Appendix D of this Compact.

(2) Notwithstanding the Gaming Stations limitations above, if the provisions in Appendix E are implemented in conformity with Section 1 of Appendix E, the limitations may be increased within a Gaming Facility in conformity with Appendix E Section 6.1.

J. Wagering Limitations

Unless otherwise specified in this Compact or Appendices, wager limits shall not exceed five hundred dollars (\$500).

K. Hours of Operation

Operating hours shall be determined by the Tribe.

L. Prohibited Activities

Any Class III Gaming activities, electronic facsimiles of Gaming activities, and Electronic Gambling Devices that are not specifically authorized in this Compact are prohibited.

M. Prohibition on Minors

No person under the age of eighteen (18) shall participate in any Gaming activities authorized by this Compact, or be employed in any Gaming Operation, or be allowed on

the Class III Gaming floor during actual hours of operation. PROVIDED, that such age limitation shall not apply to an individual accompanied by an adult for the specific and limited purpose of proceeding directly and immediately across the Gaming area for legitimate non-gaming purpose, with no Gaming area loitering or Gaming participation by the underage person or accompanying adults. Persons between the ages of eighteen (18) and twenty (20) may patronize and participate in Class III Gaming activities offered by the Tribe in its Gaming Facilities, so long as such patrons do not purchase or consume alcoholic beverages on the premises in accordance with Washington State liquor laws or an applicable written agreement between the Tribe and Washington State Liquor and Cannabis Board or successor State agency.

N. Prohibition on Firearms

- (2) The possession of firearms by any person within the Gaming Facilities shall be strictly prohibited, and the Gaming Operation shall post a notice of this prohibition near any entrance to the Gaming Facilities. This prohibition shall not apply to:
- a) Local Law Enforcement or Tribal Law Enforcement agencies authorized by federal law, tribal law or by a cooperative, mutual aid or cross-deputization agreement;
  - b) Contracted services, such as armored car services, while performing their contracted duties as provided in RCW 9.41.300 and RCW 18.170;
  - c) Tribal or State Gaming Agencies;
  - d) Individuals authorized by Tribal ordinance to carry firearms in their employment capacity within the Gaming Facilities who:
    - i. Obtain a State concealed pistol license, similar license issued by the Tribe, or license issued by another state that Washington State recognizes as meeting concealed pistol license reciprocity requirements under RCW 9.41.073;
    - ii. Receive initial and ongoing firearms safety training; and
    - iii. Meet any other qualification requirements determined by the Tribe.
- (3) When the Tribe allows through Tribal ordinance Individuals to carry firearms in their employment capacity within the Gaming Facilities, the Tribe will maintain a current list, including pictures, of those persons authorized by the Tribe pursuant to (1)(d). The Tribal Gaming Agency will ensure the current list is available to the State Gaming Agency.
- (4) Liability. When the Tribe allows through Tribal ordinance Individuals to carry firearms in their employment capacity within the Gaming Facilities pursuant to (1)(d), tort liability for the negligent use of firearms by Tribal Law Enforcement, the Tribal Gaming Agency's employees, and employees of the Gaming Facilities while acting in an official capacity shall be addressed by the Tribe in its laws and

regulations. Notice of these laws and regulations shall be prominently posted at each Gaming Facility in a public area. The State is exempted from liability regarding the permitted use of firearms by the Tribe authorized in the Gaming Facilities.

- O. Acceptance of Electronic Benefits Cards From the State of Washington.  
The Tribe shall ensure that all Cash dispensing outlets, including without limitation, automated teller machines (ATM) and point of sale machines located within the Tribe's Gaming Facility or Facilities, shall not accept Electronic Benefits Cards.

#### **IV. CLASS III GAMING ACTIVITIES AND OTHER GAMING ACTIVITIES**

The Tribe may conduct any or all of the following games subject to the terms and conditions of this Compact:

- A. Class III Table Games
- (1) The Tribe may offer any Class III table game authorized for play in the State of Washington pursuant to the game rules approved at the time of the effective date of this amended Compact.
  - (2) For any modification to currently authorized Class III table games or Class III table games that are subsequently authorized for play in the State of Washington, the Tribe shall provide the game regulations to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State takes no action within the thirty (30) days, the Tribe shall begin offering the game. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIII.
  - (3) For any other Class III table games authorized for play in Nevada and played in accordance with applicable Nevada rules, the Tribe shall provide the game regulations to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIII.
- B. Tribal Lottery Systems operated in conformity with Appendix X or X2 and the Appendix X2 Addendum.
- C. Tribal Lottery System Wide Area Progressive operated in conformity with Appendix W.
- D. Any Electronic Gambling Device, as defined herein and the Johnson Act, 15 U.S.C. § 1171, and as set forth in Appendix Y to this Compact.

E. Keno

- (1) The Tribe may offer any Keno System approved for play in the State of Washington pursuant to the game rules and Internal Controls approved at the time of the effective date of this amended Compact.
- (2) For any approved modification to a currently authorized Keno System or a new Keno System that is subsequently approved for play in the State of Washington, the Tribe shall provide the game regulations to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State takes no action within the thirty (30) days, the Tribe shall begin offering the game. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIII.
- (3) For a Keno System that does not fall under (1) or (2) above, the Tribe will submit the proposed rules, manner of regulation and manner of play to the State Gaming Agency at least sixty (60) days prior to time play shall begin. The proposed Keno System equipment will be submitted to the State Gaming Agency for testing and approval prior to installation and implementation. If the State takes no action within sixty (60) days, the Tribe may begin offering the game. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIII.

F. Sale of Washington State Lottery Tickets on Tribal Lands shall be subject to the provisions of RCW 67.70, WAC 315, and the Tribal Gaming Code.

G. Lottery-type Games

For games including keno-type games, instant tickets, or other lottery-type games authorized for play for any purpose by any person, organization, or entity in the State of Washington that are not otherwise treated as Class II gaming in Washington pursuant to 25 U.S.C. § 2703(7), the Tribe will submit the proposed rules, manner of regulation and manner of play to the State Gaming Agency at least sixty (60) days prior to time play shall begin. If the State takes no action within the sixty (60) days, the Tribe may begin offering the game. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIII.

H. Satellite (Off-Track) Wagering on Horse Races, operated in conformity with Appendix C.

I. Sports Pools, on regularly scheduled athletic contests, of one hundred (100) squares wherein each square is sold for not more than ten (\$10) dollars and all proceeds, less a Tribal administrative charge of no more than 50 cents for each \$10 wagered, are awarded as prizes. All other provisions of RCW 9.46.0335 shall be applicable.

J. Punchboards and Pull Tabs - Separate Locations

The Tribe may utilize punchboards and pull tabs in each Gaming Facility and at other locations under the Tribe's jurisdiction subject to regulation and licensing by the Tribe

and operated in a manner consistent with the sale of punchboards and pull tabs under IGRA.

K. Amusement Games.

The Tribe may utilize Amusement Games, as defined in RCW 9.46.0201 and RCW 9.46.0331, as now or hereafter amended, as a part of the Gaming Facilities subject to tribal regulation at least as restrictive as that imposed by the State.

L. Sports Wagering, operated in conformity with Appendix S.

V. **LICENSING, CERTIFICATION, ELIGIBILITY, AND REGISTRATION**  
**GENERAL REQUIREMENTS**

A. Gaming Facilities

The Gaming Facilities authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Compact and the Gaming Code prior to commencement of operation.

B. New Facility or Expansion of Existing Facility

Verification that the Compact and Gaming Code requirements have been met for any new or additional Gaming Facilities, or for expansion of an existing Gaming Facility shall be made by the Tribal Gaming Agency and State Gaming Agency, through a joint pre-operation inspection scheduled at least thirty (30) days prior to the scheduled opening to the public. If a Gaming Facility fails to meet such requirements, the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Tribe and the manager, if any, within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Gaming Facility meets the requirements, the agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the Gaming Agencies within sixty (60) days, the parties may seek resolution pursuant to Section XIII of this Compact.

C. Gaming Employees

The Tribal Gaming Agency shall license Gaming Employees and may either work with State Gaming Agency to certify those Gaming Employees; or work with State Gaming Agency to determine eligibility; or work with State Gaming Agency to verify Registration as described in Section VI and pursuant to RCW 9.46.070.

D. Manufacturers and Suppliers of Gaming Services

(1) Each manufacturer and supplier of Gaming Services shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to the sale of any Gaming Services to the Tribe. If a supplier or manufacturer is currently licensed or certified by the State Gaming Agency to supply Gaming Services, pursuant to RCW 9.46.070, it shall be deemed certified to supply the same Gaming Services to the Tribe for the purposes of this Compact. The

licensing and Certification shall be maintained annually after the initial Certification.

- (2) Firms or representatives providing professional legal and accounting services, when licensed by the Washington State Bar Association or the Washington State Supreme Court, the Washington State Board of Accountancy, or an equivalent State or Provincial licensing body that has a reciprocity agreement with Washington State, will not be subject to State Certification, and the Tribe will determine if a license is required.
- (3) In the event a manufacturer or supplier provides or intends to provide less than \$25,000 worth of Gaming Services annually, the licensing and Certification requirements may be waived upon the mutual agreement of the Tribal and State Gaming Agencies.

E. Financiers

- (1) Any party who extends or intends to extend financing, directly or indirectly, to a Gaming Facility or Gaming Operation shall be subject to the annual Certification and licensing requirements of the State Gaming Agency and the Tribal Gaming Agency. Such party shall be required to obtain State Certification before executing the financing agreement and annually thereafter as long as the financing agreement is in effect.
- (2) These licensing and Certification requirements do not apply to financing provided by a federal or State regulated commercial lending institution, the Tribe, or the federal government. Federal or State regulated commercial lending institutions are those regulated by the Securities and Exchange Commission, the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the United States Federal Reserve System, the National Credit Union Administration, or the Washington State Department of Financial Institutions.
- (3) The source of all funds, including financing agreements, will be fully disclosed to the State Gaming Agency, and the Tribe shall make available such disclosures for review by the State Gaming Agency.
- (4) The source of all funds will be fully disclosed, as applicable to the satellite wagering facility and activities, to the Washington Horse Racing Commission.

F. Identification Cards

The Tribal Gaming Agency shall require all Gaming Employees to carry on their person at all times identification cards issued by the Tribal Gaming Agency which include the Gaming Employee's photo, first name, an identification number unique to the Individual's Tribal license, a Tribal seal or signature, and at least the month and day of expiration. The Tribal Gaming Agency will determine which Gaming Employees are not required to visibly display their identification card and will identify those employees to the State Gaming Agency upon request.

**VI. LICENSING, CERTIFICATION, ELIGIBILITY, AND REGISTRATION PROCEDURES**

**A. Overview – Gaming Employees**

The Tribal Gaming Agency shall license Gaming Employees and may either work with State Gaming Agency to certify those Gaming Employees as described in Section VI.B or work with State Gaming Agency to determine eligibility as described in Section VI.C or work with the State Gaming Agency to verify Registration as described in Section VI.D.

- (1) The options outlined in Sections VI.B, C, and D below are mutually exclusive and cannot be utilized at the same time.
- (2) Transitioning between Certification and Eligibility. The Tribal Gaming Agency may choose to transition from Certification to the Eligibility Determination provisions of this Compact. The Tribe must operate under the Eligibility Determination provisions for at least two (2) years before returning to the Certification provisions. If the Tribe chooses to return to the Certification provisions after at least two (2) years under the Eligibility Determination provisions, they must operate under the Certification provisions for at least two (2) years before transferring back to Eligibility Determination.
- (3) Transitioning from Certification or Eligibility to Registration. If the Tribal Gaming Agency can demonstrate Tribal licensing expertise by meeting all of the criteria required in Section VI.D(1) and the State Gaming Agency verifies the Tribal Gaming Agency has met the criteria, the Tribal Gaming Agency may choose to transition from Certification or Eligibility Determination to the Registration provisions of this Compact.
  - a) The Tribe must operate under the Registration provisions for at least two (2) years before returning to the Certification or Eligibility Determination provisions. If the Tribe chooses to return to the Eligibility Determination or Certification provisions after at least two (2) years under the Registration provisions, they must operate under the Certification or Eligibility Determination provisions for at least two (2) years before transferring back to Registration.
  - b) At the time the transition MOU is executed, and every three (3) years thereafter, the Tribal Gaming Agency must demonstrate and verify that it meets all criteria in Section VI.D(1).
  - c) If the Tribe determines that the Tribal Gaming Agency no longer meets the requirements set forth in Section VI.D(1), the Tribe will immediately notify the State Gaming Agency of their plan to transition back to either a Certification or Eligibility Determination process and provide the State Gaming Agency 30 days' notice to update their processes and reprogram their systems.

- d) If the State Gaming Agency finds the Tribal Gaming Agency no longer meets the requirements in Section VI.D(1), the State Gaming Agency will immediately notify the Tribe and request a meeting to discuss a transition plan back to either a Certification or Eligibility Determination process. Any dispute between the State Gaming Agency and the Tribe will be resolved in accordance with the dispute resolution provisions of Section XIII.
- (4) Submitting Transition Plan to State Gaming Agency.
- a) The Tribe will submit the proposed transition date and licensing and Certification, Eligibility Determination, or Registration plan to the State Gaming Agency at least ninety (90) days prior to transitioning. The ninety (90) day period will provide the State Gaming Agency time to reprogram their systems, properly train staff in the new procedures, and allow time for the State Gaming Agency to verify the Tribal Gaming Agency meets the Registration criteria.
- b) When transitioning to Registration, the Tribe must also provide documentation in their transition plan of how it meets the criteria in Section VI.D(1).
- c) When returning to a previous process, the Tribe will notify the State Gaming Agency of their plan to transition to a previous process and provide the State Gaming Agency 30 days' notice to update their processes and reprogram their systems.
- (5) Transition MOU. A Memorandum of Understanding will be agreed upon by both the Tribe and State Gaming Agency that includes at a minimum, transition date; fees; the submittal process for State Certification, Eligibility Determinations, or Registration verifications; annual review; and that Certification and Eligibility Determination applications and Registration information must be submitted online. If the transition is to Registration, the MOU will also include the Tribal Gaming Agency's verification that it meets all criteria in Section VI.D(1).

**B. Gaming Employee State Certification**

- (1) Every Gaming Employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to commencement of employment, and annually thereafter.
- (2) The Tribal Gaming Agency may immediately issue a license if the Gaming Employee has a current State Gaming license or Class III Gaming Certification issued by the State Gaming Agency.
- (3) If Class II and Class III Gaming activities are combined in a single facility, the parties agree that all employees who meet the Gaming Employee definition shall be certified as Gaming Employees.



- (4) Procedures for Tribal License Applications and State Certification. Each Applicant for a Tribal gaming license and for State Certification shall submit the completed State Gaming Agency's Certification application form along with the required information to the Tribal Gaming Agency. Each completed application shall be accompanied by the Applicants' fingerprint card(s), Proof of Identity, and the fees required by the State and Tribal Gaming Agencies. Upon receipt, the Tribal Gaming Agency will transmit to the State Gaming Agency a copy of all application materials for each Applicant to be certified, together with a set of fingerprint cards, Proof of Identity, and the fees required. For Applicants who are business entities, these provisions shall apply to the Principals and spouses of such entities.
- (5) Background Investigations of Applicants. Upon receipt of a completed application, attachments and the fee required for State Certification, the State Gaming Agency shall conduct the necessary background investigation to ensure the Applicant is qualified for State Certification. Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a State Certification or deny the application based on criteria set forth in this Compact. If the State Gaming Agency issues a State Certification, the State Gaming Agency shall forward the Certification to the Tribal Gaming Agency. If the application for Certification is denied, a statement setting forth the grounds for denial shall be forwarded to the Applicant in accordance with the provisions of Chapter 230-17 WAC with a copy forwarded to the Tribal Gaming Agency. The State Gaming Agency shall not apply to any Applicant for Certification required under this Compact a more rigorous standard than that actually applied in the approval of State Gaming Agency licenses or Certifications in non-Tribal gaming activities regulated by the State Gaming Agency. All background materials compiled by the State Gaming Agency in connection with the background investigation of any Applicant for Certification shall be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.
- (6) Grounds for Revocation, Suspension, or Denial of State Certification. The State Gaming Agency may revoke, suspend or deny a State Certification under the provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons shall include, but shall not be limited to when an Applicant or holder of Certification or Principal of an entity:
- a) Is determined to be a person who because of prior activities, criminal record, if any, or reputation, habits or associations poses a threat to the effective

regulation of gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the gaming activities permitted pursuant to this Compact.

- b) Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact.
- c) Has failed to provide any information reasonably required to investigate the application for State Certification or to reveal any fact which the Applicant or holder of Certification knows or should reasonably know or is material to such application, or has furnished any information which is untrue or misleading in connection with such application.
- d) Has had a Tribal or State gaming license revoked or denied during the twelve (12) months prior to the date the Tribe received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or forfeiture of any gaming license. For the purpose of reviewing any application for a State Certification or for considering the denial of the application, or suspension or revocation of any State Certification, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Applicant or holder of State Certification and the provisions of RCW 9.95.240 and of RCW 9.96A shall not apply to such cases.
- e) Notwithstanding anything herein to the contrary, in the absence of other violations, it shall not automatically be grounds for revocation, suspension or denial for an Indian person from a Federally Recognized Tribe to have been charged or convicted under State law of the following non-gambling related offenses if the charge or conviction occurred prior to United States Supreme Court rulings clarifying State jurisdiction over Indians for such offenses including, but not limited to: (1) fishing or hunting offenses; (2) cigarette, fireworks or alcohol sales offenses; or (3) cases involving the exercise of trust or treaty rights. In the absence of other violations, activities or factors which would warrant denial, revocation or suspension, these Indian persons shall not be barred solely as a result of such activities from Certification.
- f) The State Gaming Agency will consult with the Tribal Gaming Agency prior to denying Certification to such an Applicant who does not meet the criteria for Certification. For enrolled members of the Tribe who are Applicants for Class III Gaming Certification, and licensing, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a provisional or conditional Certification, certain criteria for such enrolled Tribal Members if the waiver does not pose an appreciable risk to the public or the lawful

operation of the Gaming Facility. If the Tribe can show extenuating circumstances why an enrolled Tribal Member who does not meet all criteria should be further considered for a provisional or conditional Certification, the Tribal and State Gaming Agencies may agree to a temporary Certification, based on specific conditions and a further detailed review of the Applicant. Additional fees may be required to maintain a conditional or provisional Certification, which the Tribe agrees to pay.

- (7) Right to Hearing for Revocation, Suspension, or Denial of State Certification. Any Applicant for State Certification or holder of a State Certification shall be entitled to notice and a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State Certification. The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of RCW 9.46, RCW 34.05 and WAC 230-17. The State Gaming Agency, may at its discretion, defer such actions to the Tribal Gaming Agency. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings at any time.
- (8) Denial, Suspension, or Revocation of Licenses Issued by Tribal Gaming Agency. The denial, suspension, or revocation of any Tribal gaming license by the Tribal Gaming Agency shall be in accordance with the Gaming Code and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Section VI.B(6). The Tribe shall notify the State Gaming Agency of any determination under this paragraph.
- (9) Duration and Renewal of Tribal Issued Licenses and State Certifications. Any Tribal license or State Certification shall be effective for one year from the date of issuance of the license, Certification, or temporary license or Certification, unless otherwise revoked or suspended. A licensed or certified Gaming Employee that has applied for renewal prior to expiration may continue to be employed under the expired Tribal license or State Certification or State Gaming license until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application or the Certification or license is suspended or revoked. Applicants seeking renewal of license or Certification shall provide information updating originally submitted information as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall be required if new information concerning the Applicant's continuing suitability or eligibility for a Tribal license or a State Certification is discovered by either the Tribal or State Gaming Agency. The State Gaming Agency shall forward a copy of any updated information to the Tribe, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.

- (10) Exchange of Tribal Licensing and State Certification Information. In an effort to ensure a qualified work force in all areas of Class III Gaming and in all types of Gambling authorized under the laws of the State, any administrative action or legal proceeding against a Tribal license or State Certification will be communicated to either the State Gaming Agency or Tribal Gaming Agency, and the final disposition shall be forwarded to either the Tribal Gaming Agency or the State Gaming Agency and maintained in accordance with each agency's respective record retention requirements for licensing records.
- (11) Fees For Tribal License. The Tribal Gaming Agency shall establish the fees for Tribal gaming licenses.
- (12) Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the laws and regulations of the Tribe, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.
- (13) Summary Suspension of State Certification. The State Gaming Agency, pursuant to RCW 9.46 and WAC 230-17, may summarily suspend any State Certification if the continued Certification constitutes an immediate and potential serious threat to public health, safety or welfare.
- (14) Submission to State Administrative Process. Applicants for State Certification agree by submitting such application to submit to State jurisdiction to the extent necessary to determine qualification to hold such Certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-17 and the State Administrative Procedures Act, RCW 34.05.
- (15) Tribal Certification. The Tribe for any Certification process may, in its sole election, rely upon the Certification of the State Gaming Agency as the Tribe's qualification process for a Tribal gaming license.

C. Gaming Employee Eligibility Determination

- (1) Every Gaming Employee shall be licensed by the Tribal Gaming Agency prior to commencement of employment and at a maximum of every three (3) years thereafter. Every Gaming Employee eligible for a license shall be verified by the State Gaming Agency prior to commencement of employment and annually thereafter. Eligibility Determinations are non-transferable.
- (2) The Tribal Gaming Agency may immediately issue a license if the Gaming Employee has a current State Gaming license or State Certification issued by the State Gaming Agency.

- (3) If Class II and Class III Gaming activities are combined in a single facility, the parties agree that all employees who meet the Gaming Employee definition shall be determined eligible as a Gaming Employee.
- (4) The Tribal Gaming Agency shall submit a list of the licensed and temporarily licensed Gaming Employees to the State Gaming Agency at least annually. The Tribal Gaming Agency shall include the licensee's complete name, aliases, and date of birth in its submission to the State Gaming Agency.
- (5) Tribal Application Forms. Application forms shall include, at a minimum, the information required on State Certification applications and any additional information required by the Tribe. All Applicants required to be licensed by the Tribe shall complete forms furnished by the Tribal Gaming Agency and must provide information relating to their complete criminal history, as well as all civil or administrative violations of gambling laws or regulations. Completed forms shall be accompanied by the application and investigative fees set forth in the Tribe's published schedule of fees.
- (6) Procedures for Tribal License Applications. The Tribal Gaming Agency shall be primarily responsible for the conduct of background investigations for all Applicants for Gaming Employee licenses. Each Applicant for a Tribal Gaming Employee license shall submit the completed application along with the required information and fees to the Tribal Gaming Agency. Each completed application shall include the Applicant's fingerprint card(s), Proof of Identity, and any other information required by the Tribal Gaming Agency.
- (7) Background Investigations of Gaming Employee Applicants.
  - a) Prior to hiring or licensing a prospective Gaming Employee, the Tribal Gaming Agency shall obtain sufficient information and identification from the Applicant on forms to be furnished by the Tribal Gaming Agency to permit a thorough background investigation, together with such fees as may be required by the Tribe. The information obtained shall include, at a minimum, name (including any aliases), current address, date and place of birth, criminal arrest and conviction record, two sets of fingerprints, sex, height, weight, and Proof of Identity.
  - b) When the Tribal Gaming Agency has completed its initial investigation of the Applicant, and has issued a temporary license, it will, within five (5) business days, forward the application; Judicial Information System (JIS) results or its electronic equivalent; two sets of fingerprints; Proof of Identity; and the fee required to the State Gaming Agency for a final criminal history record and non-conviction data review, as authorized under RCW 9.46.210(4) and as defined in RCW 10.97.030.
  - c) The State Gaming Agency shall complete the eligibility review. The State Gaming Agency may find an Applicant ineligible under the provisions of

RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons shall include, but shall not be limited to when an Applicant or holder of an Eligibility Determination:

- i. Is determined to be a person who because of prior activities, criminal record, if any, or reputation, habits or associations poses a threat to the effective regulation of Gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the Gaming activities permitted pursuant to this Compact;
  - ii. Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact;
  - iii. Has failed to provide any information reasonably required to investigate the application;
  - iv. Has failed to reveal any fact which the Applicant or holder knows or should reasonably know is material to such application;
  - v. Has furnished any information which is untrue or misleading in connection with such application; or
  - vi. Has had a Tribal or State Gaming license or Certification revoked or denied during the twelve (12) months prior to the date the State Gaming Agency received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or forfeiture of any Gaming license. For the purpose of reviewing any application for Eligibility Determination or for considering the denial, suspension or revocation of any Eligibility Determination, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Applicant or holder of Eligibility Determination and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.
- d) The State Gaming Agency shall notify the Tribal Gaming Agency that either: (1) the criminal history and non-conviction data review has revealed no information which would make the Applicant ineligible for employment pursuant to Section VI.C(7) c) of this Compact; or (2) the criminal history and non-conviction data review has revealed that the Applicant is ineligible for employment pursuant to Section VI.C(7) c) of this Compact.

- e) The State Gaming Agency will consult with the Tribal Gaming Agency prior to issuing an ineligibility determination for Tribal Members after a criminal history and non-conviction data review. For Tribal Members who are Applicants for Eligibility Determination, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a conditional Tribal license, certain criteria for such Tribal Members if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming Facilities. If the Tribe can show extenuating circumstances why a Tribal Member who does not meet all criteria should be further considered with a conditional Tribal license, the Tribal and State Gaming Agencies may agree that the State Gaming Agency will issue an Eligibility Determination with the conditional Tribal license, based on specific conditions and a further detailed review of the Applicant. Additional fees may be required to maintain a conditional Tribal license, which the Tribe agrees to pay.
- f) An Applicant or Gaming Employee who has been determined ineligible for licensing by the State Gaming Agency after criminal history and non-conviction data review will not be licensed by the Tribal Gaming Agency except in conformity with Section VI.C(7) e) of this Compact.
- g) All background materials compiled by the State Gaming Agency in connection with the background investigation of any Applicant for Tribal Licensing or State Gaming Agency Eligibility Determination verification shall be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.
- h) The State Gaming Agency's determination of a Gaming Employee's eligibility for a Tribal license is valid at the Tribe's Gaming Facilities only and is non-transferable.
- i) The Gaming Operation shall not hire or continue to employ a Gaming Employee, and shall terminate any probationary Gaming Employee, if the Tribal Gaming Agency determines that the Applicant or Gaming Employee:
  - i. Has been convicted of any offense related to gambling, or any felony relating to fraud, misrepresentation, deception or theft, within the past ten (10) years. Nothing herein shall be interpreted to prevent the Tribal Gaming Agency and/or the State Gaming Agency from considering juvenile convictions in a suitability determination, nor shall be interpreted to excuse the Applicant of its obligation to disclose juvenile convictions or arrests;

- ii. Has provided materially false statements or information on his or her application or misstated or otherwise attempted to mislead the Tribal Gaming Agency or the State Gaming Agency with respect to any material fact contained in the application;
  - iii. Is a member or associate of organized crime or is of notorious or unsavory reputation; or
  - iv. Has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto. It is intended that Applicants and Gaming Employees have the continuing burden to satisfy all doubts as to their fitness. Where doubt remains, an Applicant or Gaming Employee is not entitled to be hired or to remain employed.
- j) Additionally, the Tribal Gaming Agency shall not grant a license to an Applicant unless it is satisfied that:
- i. The Applicant is of good character, honesty and integrity;
  - ii. The Applicant's prior activities, criminal record (if any), reputation, habits, or associations do not pose a threat to the public interest of the Tribe or the State or the effective regulation and control of Gaming pursuant to this Compact, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods, and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto;
  - iii. In all other respects, the Applicant is qualified to be licensed or found suitable with the provisions and policies set forth in this Compact; and
  - iv. The Applicant has adequate Tribal probity, competence, and experience in Gaming.
- (8) Background Investigations of Gaming Employees. The Tribe and the State Gaming Agency shall retain the right to conduct such additional background investigations of any Gaming Employee at any time during the term of that person's employment. At any time, any Gaming Employee who does not establish that he or she satisfies all of the criteria set forth above shall be determined ineligible for licensing and processed as outlined in Section VI.C(7) above.
- (9) Denial, Suspension, or Revocation of Licenses Issued by Tribal Gaming Agency. The denial, suspension, or revocation of any Tribal Gaming license by the Tribal



Gaming Agency shall be in accordance with the Tribal Gaming Code and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Section VI.C(7) c). The Tribe shall notify the State Gaming Agency of any determination under this paragraph. In the event the State Gaming Agency disagrees with the Tribe's licensing determination, the State Gaming Agency may submit the matter to dispute resolution pursuant to the provisions of this Compact.

(10) Duration and Renewal of Tribal Issued Licenses and Eligibility Determinations.

- a) Any Tribal license shall be effective for no longer than three (3) years from the date of issuance unless the holder is otherwise revoked or suspended.
- b) The Eligibility Determination shall be effective for one year from the date of Eligibility Determination letter issuance. Should the Tribal licensee become ineligible during the licensure period, the Tribe may either revoke the Tribal license or request that the Tribe and State agree to mutually waive disqualifying criteria based on the conditional Tribal license as outlined in Section VI.C(7) e). Any dispute between the Tribe and the State will be resolved pursuant to the dispute resolution provisions of the Compact.
- c) A licensed Gaming Employee that has applied for renewal prior to expiration may continue to be employed under the expired Tribal license or Eligibility Determination until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application or the license is suspended or revoked. Applicants seeking renewal of a license, Eligibility Determination, or Certification shall provide information updating originally submitted information as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. An additional background investigation shall be required if new information concerning the Applicant's continuing suitability or eligibility for a Tribal license, or a State Certification is discovered by either the Tribal or State Gaming Agency. The State Gaming Agency shall forward a copy of any updated information to the Tribe, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.

(11) Exchange of Tribal Licensing Information. In an effort to ensure a qualified work force in all areas of Class III Gaming, and in all types of Gambling authorized under the laws of the State, any administrative action or legal proceeding against a Tribal license will be communicated to the State Gaming Agency, and the final

disposition shall be forwarded the State Gaming Agency and maintained in accordance with the agency's record retention requirements for licensing records.

- (12) Fees for State Eligibility Determination. The fees for initial and the renewal of State Eligibility Determination and fees to cover costs to transition between Certification, Eligibility Determination and Registration are provided for in Section VII.
- (13) Fees for Tribal License. The Tribal Gaming Agency shall establish the fees for Tribal Gaming licenses.
- (14) Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the Tribal Gaming Code and regulations, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.
- (15) Annual Onsite Review. The State Gaming Agency will conduct an annual onsite review in a specific quarter of each calendar year determined in the MOU. The State Gaming Agency will randomly review the applications and background information of up to ten percent (10%) of the Eligibility Determinations issued the previous year and verify original Tribal Gaming Agency records with those submitted by the Tribal Gaming Agency. During this time, the State Gaming Agency may conduct additional background investigations on Gaming Employees, which may include, but not be limited to, fingerprinting. If, based upon such random review, the State Gaming Agency finds discrepancies in the records, the State Gaming Agency will immediately notify the Tribal Gaming Agency.

D. Gaming Employee Registration

(1) Criteria

Gaming Employee Registration requires the Tribal Gaming Agency to demonstrate Tribal Licensing expertise without substantial or repeated, material discrepancies in conducting Gaming Employee background investigations. In order to qualify for Gaming Employee Registration, the following criteria must be met:

- a) The Tribe has operated Class III Gaming and the Tribal Gaming Agency has licensed Gaming Employees for at least 20 years; and
- b) The Tribal Gaming Agency regulations are regularly reviewed and updated; and
- c) The Tribal Gaming Agency director has demonstrated active involvement with licensing denial, suspension, and revocation in accordance with the Tribe's Gaming Code; and

- d) The Tribal Gaming Commission has demonstrated a history of active involvement in the licensing process and license appeal hearings; and
- e) Tribal Gaming Agency licensing staff are fully versed in the Judicial Information System (JIS) including the Superior Court Management Information System (SCOMIS) or equivalent systems; and
- f) Tribal Gaming Agency licensing staff reviews all Gaming Employee information provided in JIS, FBI records, and Lexis Nexis reports or equivalent systems.

The Tribe has demonstrated it meets all of the criteria above as required in Section VI.A(3) and documented in the transition MOU.

(2) Overview

- a) Every Gaming Employee shall be licensed by the Tribal Gaming Agency prior to commencement of employment and at least every three (3) years thereafter. Every Gaming Employee must be registered with the State Gaming Agency and shall have their Gaming Employee Registration verified by the State Gaming Agency annually. Registration verifications are non-transferable.
- b) The Tribal Gaming Agency may immediately issue a license if the Gaming Employee has a current State Gaming license or Certification issued by the State Gaming Agency.
- c) If Class II and Class III Gaming activities are combined in a single facility, the parties agree that all employees who meet the Gaming Employee definition shall be registered as Gaming Employees.
- d) The Tribal Gaming Agency shall provide a list of licensed and temporarily licensed Gaming Employees to the State Gaming Agency during the annual comparison review in the quarter of each calendar year as determined in the MOU. The Tribal Gaming Agency shall include the licensee's complete name, aliases, date of birth and identification number unique to the Individual's tribal license in its submission to the State Gaming Agency.
- e) The Tribal Gaming Agency, pursuant to the Gaming Code and regulations, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.
- f) Tribal Gaming Employees shall be licensed by the Tribal Gaming Agency in accordance with the Gaming Code and regulations.
- g) The Tribal Gaming Agency shall establish the fees for Tribal Gaming licenses.

h) In order to ensure a qualified work force is maintained throughout the State in all areas of Class III Gaming as well as in all other types of Gambling authorized in the State, the Tribal Gaming Agency will forward to the State Gaming Agency a copy of the final disposition of any administrative action or legal proceeding taken by the Tribal Gaming Agency against a Tribal Gaming license holder.

(3) Respective Roles for Background Investigations for Tribal Gaming Employee Licenses and State Registration

a) Tribal Gaming Agency:

- i. The Tribal Gaming Agency will be responsible for the issuance of all Tribal Gaming Employee licenses.
- ii. The Tribal Gaming Agency shall be primarily responsible for conducting background investigations for all Applicants for Tribal Gaming Employee licenses. Each Applicant for a Tribal Gaming Employee license shall submit the completed application along with the required information and fees to the Tribal Gaming Agency.
- iii. Each completed application at a minimum shall include:
  - 1) Personal Information, including at least the following:
    - a. complete name, aliases,
    - b. date of birth,
    - c. current address, and
    - d. Proof of Identity;
  - 2) fingerprint card(s);
  - 3) information relating to the Applicant's complete criminal history, as well as all civil or administrative violations of gambling laws or regulations; and
  - 4) any other information required by the Tribal Gaming Agency.
- iv. The Gaming Operation shall not hire, or continue to employ a Gaming Employee, and shall terminate any Gaming Employee, if the Tribal Gaming Agency determines that the Applicant or Gaming Employee:
  - 1) Has been convicted of any offense related to gambling, or any felony relating to fraud, misrepresentation, deception, theft, or physical harm to an individual within the past ten (10) years;
  - 2) Has provided materially false statements or information on his or her application or misstated or otherwise attempted to

mislead the Tribal Gaming Agency or the State Gaming Agency with respect to any material fact contained in the application;

- 3) Is a member or associate of organized crime or is of notorious or unsavory reputation; or
  - 4) Has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto.
- v. It is intended that Applicants and Gaming Employees have the continuing burden to satisfy all doubts as to their fitness. Where doubt remains, an Applicant or Gaming Employee is not entitled to be hired or to remain employed.
- vi. Nothing herein shall be interpreted to prevent the Tribal Gaming Agency from considering juvenile convictions in a suitability determination, nor shall be interpreted to excuse the Applicant of its obligation to disclose juvenile convictions or arrests.
- vii. Additionally, the Tribal Gaming Agency shall not grant an application for a license unless it is satisfied that the Applicant's prior activities, criminal record (if any), reputation, habits, or associations do not pose a threat to the public interest of the Tribe or the State or the effective regulation and control of Gaming pursuant to this Compact, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods, and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto.
- viii. When the Tribal Gaming Agency has completed its investigation of the Gaming Employee Applicant and has issued a temporary license, it will within five (5) business days:
- 1) Register online with the State Gaming Agency a new or renewing Gaming Employee or notify the State Gaming Agency of a Change of Name and pay the respective fees; or
  - 2) Mail a new or renewal Gaming Employee Registration or Change of Name application with respective fees.
- ix. The Registration will include the Tribal Gaming Agency's Investigative Report; the Applicant's personal information; identification number unique to the Individual's Tribal license; results of the investigation; Proof

of Identity; two sets of fingerprints; JIS results or its electronic equivalent, and the applicable fees to the State Gaming Agency.

- x. The Tribal Gaming Agency will use the State Gaming Agency's online process to notify the State Gaming Agency when a Gaming Employee is no longer employed and/or licensed by the Tribal Gaming Agency.

b) The State Gaming Agency:

- i. The State Gaming Agency will conduct an annual verification of Gaming Employee Registrations that are received either online or by mail.
- ii. The State Gaming Agency will complete the verification and notify the Tribal Gaming Agency if the results indicate the person may be unqualified pursuant to this Section of this Compact. If the State Gaming Agency does not object, the Gaming Employee Registration will expire no later than three (3) years from the date of the Gaming Employee Registration, or upon notification of a Tribal license revocation, or the person is no longer licensed by the Tribal Gaming Agency, whichever occurs earlier.
- iii. The State Gaming Agency retains the right to conduct an additional verification of Gaming Employee Registration of any Gaming Employee at any time. There will be no additional cost to the Tribe.
- iv. The State Gaming Agency's verification of the Gaming Employee's Registration is valid at the Tribe's Gaming Facilities only and is non-transferable.
- v. For verification of Gaming Employee Registration, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Gaming Employee and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.
- vi. The Gaming Employee Registration will also include information as provided under RCW 9.46.210(4) and as defined in RCW 10.97.030.
- vii. The State Gaming Agency may find a person to be unqualified under the provisions of RCW 9.46.075 and rules promulgated thereunder. The State Gaming Agency may also find a person to be unqualified if such person has engaged in an activity contrary to the public interest, including but not limited to the following:
  - 1) Who because of prior activities, criminal record, if any, or reputation, habits or associations poses a threat to the effective regulation of Gaming or creates or enhances the chances of

unfair or illegal practices, methods and activities being used in the conduct of the Gaming activities permitted pursuant to this Compact;

- 2) Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact;
  - 3) Has failed to provide any information reasonably required for Gaming Employee Registration;
  - 4) Has failed to reveal any fact which the person knows or should reasonably know is material to Gaming Employee Registration;
  - 5) Has furnished anything untrue or misleading in connection with Gaming Employee Registration information;
  - 6) Has had a Gaming license suspended for a year or longer, revoked or denied during the twelve (12) months prior to the date of Gaming Employee Registration with the State Gaming Agency; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or forfeiture of any Gaming license; or
  - 7) Has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the person to suspension, revocation or forfeiture of any Gaming license.
- viii. The State Gaming Agency will work with the Tribal Gaming Agency when determining a person may be unqualified for Gaming Employee Registration.
- ix. If a person may be unqualified for Gaming Employee Registration, the materials compiled by the State Gaming Agency will be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of the Association of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.

- x. State Gaming Agency licensing personnel and Tribal Gaming Agency representatives will conduct an annual Gaming Employee comparison review in a specific quarter of each calendar year determined in the MOU. This review will ensure that State Gaming Agency and Tribal Gaming Agency Gaming Employee records agree with one another. Any discrepancies found will be resolved by the Tribal Gaming Agency and notification provided to the State Gaming Agency. Unresolved discrepancies will be resolved in accordance with Section XIII of this Compact. The Tribal Gaming Agency and the State Gaming Agency will update their respective records as needed.
- xi. The State Gaming Agency will conduct an annual comparison review in a specific quarter of each calendar year determined in the MOU to include random sampling of Gaming Employee applications to demonstrate all the criteria for licensure and Gaming Employee Registration as set forth in this Compact have been met.

c) Tribal Gaming Agency and State Gaming Agency

- i. A licensed Gaming Employee seeking renewal of their Gaming Employee license or re-registering with the State Gaming Agency shall update information originally submitted, as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or State Gaming Agency. A Gaming Employee that has applied for renewal prior to expiration may continue to work under the expired Tribal license until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application.
- ii. For persons found to be unqualified at any time they are registered by the State Gaming Agency, the Tribal Gaming Agency and State Gaming Agency will work together to determine if the person should work for the Tribe's Gaming Facilities in a position that requires a Gaming Employee License. If the Tribe can show extenuating circumstances why a person who does not meet all criteria should be further considered, the Tribal Gaming Agency may waive, through a conditional Gaming Employee License, certain criteria if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming Facilities or meet the criteria under Section VI.D(3)a iv.
- iii. If, after working with the Tribal Gaming Agency, the State Gaming Agency still finds the person unqualified, the State Gaming Agency will provide written notice to the Tribe itemizing the objections. The Tribe, however, will make the final decision whether to issue a license or continue employment of the person. The State Gaming Agency's



Gaming Employee Registration of the person will be limited to the Tribe only and the Tribe will continue to register the person with the State Gaming Agency as long as the person is employed by the Tribe in a Class III Gaming position.

E. State Role for Issuing State Certification of Manufacturers and Suppliers of Gaming Services and Financiers

(1) Process

- a) The State Gaming Agency shall be primarily responsible for conducting background investigations for all who apply for financier, manufacturer and/or supplier of Gaming Services certification and their representatives. Each completed application for a financier, manufacturer and/or supplier of Gaming Services Tribal Gaming license submitted to the Tribal Gaming Agency will include the required information and fees, as set by the Tribal Gaming Agency. In addition, each financier, manufacturer and/or supplier of Gaming Services and their representatives shall apply for State Certification and shall submit the completed application(s) along with the required information and fees to the State Gaming Agency. Each completed application shall include fingerprint card(s), Proof of Identity, and any other information required by the State Gaming Agency. For business entity applications, these provisions shall also apply to Principals of the entity and their spouses who must be able to meet the same State Certification requirements and who may be required to submit this information.
- b) Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a State Certification to the financier, manufacturer, and/or supplier of Gaming Services or deny the application(s) based on criteria set forth in this Compact and/or RCW 9.46 and WAC 230-17.
- c) Each manufacturer and supplier of Gaming Services shall obtain a State Certification and Tribal License before the sale or installation of any Gaming Services, except as provided under Section V.D.
- d) If a financier is licensed by the State Gaming Agency, it will be deemed certified.

(2) Duration and Renewal of Tribal Issued Licenses and State Certifications.

- a) Any Tribal license or State Certification shall be effective for one year from the date of issuance of the license or Certification, unless the holder is otherwise revoked or suspended.
- b) Applicants seeking renewal of a license or Certification shall provide information updating originally submitted information as requested, on the appropriate renewal forms, but shall not be required to re-submit historical

data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall be required if new information concerning the applicant's continuing suitability or eligibility for a Tribal license, or a State Certification is discovered by either the Tribal or State Gaming Agency. Any updated information received by the State Gaming Agency shall be available to the Tribal Gaming Agency at the State Gaming Agency's office upon request, subject to any of the constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.

(3) Grounds for Revocation, Suspension, or Denial of State Certification

- a) The State Gaming Agency may deny, suspend, or revoke a State Certification under the provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons shall include, but shall not be limited to when an Applicant or holder of a State Certification or Principal of an entity:
  - i. Is determined to be a person who because of prior activities, criminal record, if any, or reputation, habits or associations poses a threat to the effective regulation of Gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the Gaming activities permitted pursuant to this Compact;
  - ii. Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact;
  - iii. Has failed to provide any information reasonably required to investigate the application for State Certification;
  - iv. Has failed to reveal any fact which the Applicant or holder knows or should reasonably know is material to such application;
  - v. Has furnished any information which is untrue or misleading in connection with such application; or
  - vi. Has had a Tribal or State Gaming license or Certification revoked or denied during the twelve (12) months prior to the date the State Gaming Agency received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or

forfeiture of any Gaming license. The Tribal Gaming Agency will forward to the State Gaming Agency a copy of the final disposition of any administrative action or legal proceeding taken by the Tribal Gaming Agency against a Tribal license issued to a financier, manufacturer and/or supplier of Gaming Services.

- b) For the purpose of reviewing any application for State Certification or for considering the denial, suspension or revocation of any State Certification, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Applicant or holder of Certification and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.
  - c) The State Gaming Agency will consult with the Tribal Gaming Agency prior to denying State Certification when the Tribe is considering using the financier, manufacturer or supplier of Gaming Services.
- (4) Right to Hearing for Revocation, Suspension, or Denial of State Certification  
Any Applicant for State Certification or holder of a State Certification shall be entitled to notice and a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State Certification. The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of RCW 9.46, RCW 34.05, and WAC 230-17, and the records involved shall be governed by the definitions set out in RCW 10.97.030. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings at any time. The Tribe shall have the right to appear and present argument and/or evidence in any hearings held pursuant to this Section. Nothing herein shall be interpreted to preclude the Tribe from invoking the dispute resolution provisions of this Compact to challenge a State Gaming Agency decision to revoke, suspend or deny State Certification.
- (5) Denial, Suspension, or Revocation of Licenses Issued by Tribal Gaming Agency.  
The denial, suspension, or revocation of any Tribal Gaming license by the Tribal Gaming Agency shall be in accordance with Gaming Code and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Section VI.E(3).
- (6) Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the laws and Gaming Code of the Tribe, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.

- (7) Summary Suspension of State Certification  
The State Gaming Agency, pursuant to RCW 9.46 and WAC 230-17, may summarily suspend any State Certification if the continued State Certification constitutes an immediate and potential serious threat to public health, safety or welfare.
- (8) Submission to State Administrative Process  
Applicants for State Certification agree by submitting such application to submit to State jurisdiction to the extent necessary to determine qualification to hold such State Certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-17, and the State Administrative Procedure Act, RCW 34.05.

**VII. STATE FEES FOR CERTIFICATION, ELIGIBILITY DETERMINATION, AND REGISTRATION**

**A. State Certification – Gaming Employee**

The fees for the initial and the renewal of State Certification shall be determined pursuant to WAC 230-05.

- (1) PROVIDED, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the Applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning or continuing the investigation for the issuance of State Certification.
- (2) The State Gaming Agency may modify any of the above fees consistent with like fees charged by the State Gaming Agency for non-Compact gaming elsewhere in the State by giving the Tribe sixty (60) days' notice of intent to modify fees.

**B. State Eligibility Determination – Gaming Employee**

The Tribal Gaming Agency and the State Gaming Agency shall enter into a MOU, which may be amended from time to time regarding fees and submittal process for Eligibility Determinations.

- (1) The initial fees for State Eligibility Determination will be based on State Certification fees and adjusted based on efficiencies.
- (2) The State Gaming Agency may adjust the fees based on additional efficiencies or cost increases by giving the Tribe sixty (60) days' notice of intent to modify fees.
- (3) PROVIDED, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the Tribal Gaming Agency during the investigation process.

- (4) Transition costs. The Tribal Gaming Agency will reimburse the State Gaming Agency for the costs to transition to Eligibility Determination.
- (5) Annual Onsite Review. Tribal Gaming Agency will reimburse State Gaming Agency for the reasonable costs of this onsite review within sixty (60) days of receiving a bill.

C. State Registration -- Gaming Employee

Fees for State Gaming Employee Registration and renewal will be as follows:

- (1) Initial and renewal fees for the Three-Year Gaming Employee will be documented in a Memorandum of Understanding.
- (2) Registration and renewal fees may be adjusted by mutual agreement three years from the initial adoption thereof, or at any time thereafter.
- (3) Transition costs. The Tribal Gaming Agency will reimburse the State Gaming Agency for the costs to transition to Registration.
- (4) Annual Comparison Review. The Tribe will reimburse the State Gaming Agency for the time it takes for the comparison review within 60 days of receiving a bill.

D. Alternative Fee Agreements

Notwithstanding any other provision of this Compact, the Tribal Gaming Agency and the State Gaming Agency may enter into a Memorandum of Understanding regarding fees.

E. State Certification of Suppliers, Manufacturers and Financiers

The fees for initial and the renewal of State Certification shall be determined pursuant to WAC 230-05 for service suppliers, manufacturers and their representatives. PROVIDED, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the Applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning the investigation for the issuance of State Certification.

## **VIII. TRIBAL ENFORCEMENT OF COMPACT REQUIREMENTS**

A. Tribal Regulation

The ultimate responsibility for ensuring the regulation, control and integrity of the Gaming activities authorized by this Compact will be that of the Tribe and/or its delegated designee. The Tribe will provide for and oversee or delegate the following functions:

- (1) Enforcement of all applicable laws and regulations in the Gaming Facilities;
- (2) Ensuring the physical safety of patrons in the Gaming Facilities; and

(3) Ensuring the physical safety of personnel employed by the Gaming Operation.

B. Tribal Gaming Agency

The primary responsibility for the on-site regulatory compliance of the Gaming Operation authorized by this Compact, and for the enforcement of such compliance on Tribal Lands will be that of the Tribal Gaming Agency.

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

- (1) Ensure the physical safeguarding of Gaming assets in accordance with the terms of this Compact, its appendices, and Gaming Code;
- (2) Protect the patrons' and the Gaming Facilities' property from illegal activity;
- (3) Temporarily detain persons who may be involved in illegal acts, for the purpose of notifying law enforcement authorities; and
- (4) Record, in a permanent and detailed manner, any unusual occurrences, all incidents requiring further review, alleged violations, and investigations occurring within the Gaming Facilities.

C. Tribal Gaming Agents

- (1) No employee or member of the Tribal Gaming Agency may be an employee of the Gaming Operation.
- (2) A Tribal Gaming Agent shall be present in the Gaming Facilities during such times as prescribed by the Tribe through its Gaming Code in an amount sufficient to perform the Tribal Gaming Agency's responsibilities and duties under the Compact. The Tribal Gaming Agency shall notify the State Gaming Agency of any proposed changes to the Gaming Code that would revise such on-site hours, and no changes in hours will be implemented until the State Gaming Agency has commented or thirty (30) days has lapsed, whichever occurs first.

D. Investigation

- (1) The Tribal Gaming Agency shall investigate any reported, observed or suspected violation of the Compact provisions or Gaming Code and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary.
- (2) If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Agency and provide other related investigation services for which the Tribe agrees to reimburse the State Gaming Agency for its costs.

E. Reporting of Violations

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

F. Problem, Pathological, and Responsible Gambling Program

- (1) The Tribe recognizes that Gaming activities can lead to compulsive behavior that has the same negative consequences as other behavioral addictions. The Tribe agrees to establish an education and awareness program for Tribal Lands and surrounding communities. The program may be independent or developed as an adjunct to the program with which the State currently works. On an annual basis 120 days after the end of the Tribe's fiscal year, the Tribe will provide information about education, awareness, and treatment program services in its community investments and contributions report under Appendix X2, Section 14.7, which includes how funding was spent and how the community benefited from the program. The Tribe and State Gaming Agency agree to work together in good faith to share information related to problem gambling best practices and to meet promptly on the request of either party to discuss issues related to problem gambling.
- (2) The Tribe's responsible gambling program is governed by Appendix E Section 8 and Appendix S Section 24.

**IX. COOPERATIVE ENFORCEMENT OF COMPACT REQUIREMENTS**

The Tribe recognizes the benefit of cooperative monitoring, investigating, and reporting between the Tribe and State to further the goal of fair and honest Gaming. The cooperative enforcement of the Compact requirements will be conducted as described in this section.

A. State Gaming Agents – Monitoring

- (1) The State Gaming Agency and Tribal Gaming Agency shall work together cooperatively to monitor the Gaming Operation to ensure that it is conducted in compliance with the provisions of this Compact. The State Gaming Agency will coordinate inspections or investigations with the Tribal Gaming Agency prior to onsite monitoring of the Gaming Operation, unless coordination would compromise the purpose of the inspection or investigation.

- (2) The Tribal Gaming Agency and the State Gaming Agency shall establish protocols that allow the Tribal Gaming Agency to confirm that the State agent, including any agent assigned to work in an undercover capacity, is duly authorized by the State to monitor the Gaming Operation. State agents shall provide proper identification in accordance with established protocols.
- (3) Agents of the State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall have access to all areas of the Gaming Facility during operating hours with or without giving prior notice to the Gaming Operation.
- (4) Following the investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State shall provide the Tribal Gaming Agency with a report of the investigation, including information about evidence gathered in connection with the investigation.

**B. Access to Records**

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

**C. Investigations**

- (1) The Tribal Gaming Agency and the State Gaming Agency shall have concurrent jurisdiction to investigate violations of the provisions of this Compact and gambling and related crimes, and to bring administrative and criminal charges, in accordance with Section XI of this Compact, Tribal laws and the provisions of RCW 9.46, RCW 34.05, and WAC 230-17.
- (2) The State Gaming Agency will notify the Tribal Gaming Agency of any alleged violations of the provisions of this Compact and may request the Tribal Gaming Agency take appropriate enforcement and/or corrective action. Failure of the Tribal Gaming Agency to take the action recommended by the State Gaming Agency will constitute a dispute or disagreement between the parties subject to the dispute resolution provisions contained in Section XIII of this Compact.



- D. Tribal Gaming Agency Access to State Gaming Agency Records  
At the completion of any inspection or investigation, copies of the investigative report will be forwarded to the Tribal Gaming Agency along with copies of evidence and information pertinent to the inspection. The Tribal Gaming Agency may inspect and copy records maintained by the State Gaming Agency concerning Class III Gaming by the Tribe subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency, requirements under RCW 9.46.210(4) and RCW 10.97, and status as a member of a law enforcement intelligence sharing organization, such as the Law Enforcement Intelligence Unit (LEIU), Fusion Centers, INTERPOL, and similar organizations.
- E. Cooperation With Tribal Gaming Agency
- (1) To maintain the partnership for enforcement of the provisions of this Compact, representatives of the Tribal Gaming Agency and the State Gaming Agency shall meet at least once every twelve (12) months to review the regulatory program for the Gaming Facilities.
  - (2) The State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall promptly notify the Tribal Gaming Agency of any activity suspected or occurring, whether within a Gaming Facility or not, which adversely affects State, Tribal or public interests relating to the Gaming Facilities and Gaming Operation. PROVIDED, such disclosure shall not compromise the interest sought to be protected.

## **X. STANDARDS OF OPERATION**

- A. Adoption of Standards of Operation and Management  
The Internal Controls which govern the operation and management of the Tribe's Gaming Operation have been approved by the Tribal Gaming Agency and concurred in by the State Gaming Agency based on the minimum operating standards set forth in Appendix A. Any new or revised Internal Controls adopted by the Tribe shall ensure that the interests of the Tribe and the State relating to Class III Gaming are preserved and protected; maintain the integrity of the Gaming Operation; and reduce the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation.
- (1) The Tribal Gaming Agency shall forward to the State Gaming Agency any proposed changes to the Internal Controls for review and concurrence.
    - a) Each such proposal shall contain a narrative representation of the Internal Controls system, including, upon request, copies of the forms to be used.
    - b) The Tribal Gaming Agency shall detail how such changes in the provisions adequately preserve and protect the integrity and security of the standard it is replacing.

- c) The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after sixty (60) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency.
  - d) The State Gaming Agency shall only disapprove such portions of a proposal it finds would have a material adverse impact on public interest or on the integrity of the Gaming Operation and shall detail the reasons for disapproval.
  - e) The Tribal Gaming Agency shall ensure a proposal is not implemented until the State Gaming Agency has concurred or sixty (60) days has lapsed and the Tribe did not receive a written disapproval within that time.
- (2) The Tribe may choose to automate any processes, reports, or data collection provided in the minimum operating standards with advance notice to the State Gaming Agency. PROVIDED, that the Tribal Gaming Agency certifies how the automation maintains the integrity of the Gaming Operation, reduces the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation, adequately preserves and protects the integrity and security of the control, and complies with the Compact. This section cannot be used to modify other sections of the Compact.

**B. Rules of the Games**

- (1) The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe pursuant to this Compact and of any change in such rules. Rules for Class III games identified in Section IV shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. Unless otherwise specified in the Compact or Appendices, the Tribe will provide the State Gaming Agency with ten (10) days advance notice of the rules of each game and any modification thereof. In the event the State Gaming Agency has concerns in regard to a change in the rules, it shall submit such concerns to the Tribal Gaming Agency for its review and comment.
- (2) Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the Gaming Facilities. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station.

**C. Minimum Supervisory Requirements**

The Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each Pit operated in its Gaming Facilities, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal and State Gaming Agencies

shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements.

D. Additional Operation Requirements

(1) At the close of the fiscal year, the Gaming Operation shall, at its own expense, have its annual financial statements audited in accordance with generally accepted auditing standards by an Independent Accountant.

- a) The annual financial statements shall be prepared on a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.
- b) The Gaming Operation shall require its Independent Accountant to render the following reports:
  - i. The audited financial statements, together with the report thereon of the Gaming Operation's Independent Accountant.
  - ii. A report on material weakness in accounting and Internal Controls. Whenever, in the opinion of the Independent Accountant, there exists no material weaknesses in accounting and Internal Controls, the report shall say so; and
  - iii. A report expressing the opinion of the Independent Accountant that, based on his or her examination of the financial statements, the Gaming Operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and Internal Controls on file with the Tribal Gaming Agency. Whenever, in the opinion of the Independent Accountant, the Gaming Operation has deviated from the system of accounting and Internal Controls filed with the Tribal Gaming Agency, or the accounts, records, and control procedures examined are not maintained by the Gaming Operation in accordance with the Compact and these standards, the report shall enumerate such deviations regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and Internal Controls.
- c) One copy of each of the reports required by paragraph b) and copies of any other reports on accounting and Internal Controls, administrative controls, or other matters relating to the Gaming Operation's accounting or operating procedures rendered by the Gaming Operation's Independent Accountant, shall be filed with the Tribal Gaming Agency within one hundred and twenty (120) days following the end of each fiscal year or within thirty (30) days of

receipt whichever is earlier. Notification will be sent to the State Gaming Agency not later than one hundred and twenty (120) days following the end of the calendar or fiscal year when these statements are available for review. PROVIDED, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

- (2) To ensure integrity, the Gaming Operation shall maintain detailed security logs in accordance with the specifications set out in Tribe's Internal Controls, and in a written or computerized record which shall be available for inspection by the Tribal Gaming Agency and the State Gaming Agency in accordance with Section IX.B of this Compact.
- (3) To ensure integrity, Tribal Gaming Agency shall maintain surveillance logs in accordance with the specifications set out in Appendix A, and in a written or computerized record which shall be available for inspection by the State Gaming Agency in accordance with Section IX.B of this Compact.
- (4) The Gaming Operation shall provide the Tribal Gaming Agency with copies of its floor plan and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan does not provide unobstructed camera views in accordance with applicable requirements, the Tribal Gaming Agency shall work with the Gaming Operation to remedy such deficiency. The Tribal Gaming Agency shall make available to the State Gaming Agency the floor plan to review for compliance with Compact and Appendices.
- (5) The Tribal Gaming Agency shall create and maintain the Closed Surveillance System layout and any modifications thereof. If the Closed Surveillance System does not provide unobstructed camera views in accordance with applicable requirements, the Tribal Gaming Agency shall work with the Gaming Operation to remedy such deficiency. The Tribal Gaming Agency shall make available to the State Gaming Agency the Closed Surveillance System layout to review for compliance with Compact and Appendices.
- (6) The Tribal Gaming Agency shall ensure that a Closed Surveillance System is installed according to the specifications set out in Appendix A.
- (7) The Tribal Gaming Agency shall establish a list of persons barred from the Gaming Facilities because their criminal history, association with career offenders, or association with career offender organizations poses a threat to the integrity of the Gaming activities of the Tribe. The Gaming Operation shall employ reasonable efforts to exclude persons on such list from entry into its Gaming Facilities. The Tribal Gaming Agency shall make a copy of its list available to the State Gaming Agency on a continuing basis. Copies of reports will be forwarded to the State Gaming Agency as requested.

- (8) Standards for management and operation of satellite wagering activities shall be consistent with the provisions of this Compact, including Appendix C, and those applicable to non-tribal satellite wagering facilities and activities in the State to the extent not inconsistent with this Compact.

E. Records Retention

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

## **XI. JURISDICTION**

A. Criminal Matters

(1) Investigative Authority

The Tribal Gaming Agency, Tribal Law Enforcement, Local Law Enforcement Agencies, and the State Gaming Agency under RCW 9.46.210, will have the authority to investigate and make arrests if necessary for all Gambling and related crimes against the laws of the Tribe and applicable laws of the State that occur within the Gaming Facilities or within Tribal Lands.

(2) Courts – Gambling and Related Crimes

Following investigation and arrest, formal charges for all gambling and gambling-related crimes that occur within Tribal Lands will be brought in the appropriate court:

- a) Non-Indians – State or Federal Courts: Criminal prosecution of Non-Indians, and prosecution of delinquent juvenile non-Indians per RCW 9.46.228 (3), will be through the proper state or federal court. The Tribe agrees to cooperate with the responsible state and/or federal agencies in any criminal investigation or prosecution conducted pursuant to this subsection.
- b) Indians – Tribal or Federal Courts: Criminal prosecution of Indians, and prosecution of delinquent juvenile Indians, will be through Nisqually Tribal Court or federal court. The Nisqually Tribal Court shall be the preferred forum for prosecutions of Indians unless the Tribe declines to exercise its jurisdiction within six months of the discovery of the offense.

B. Civil Matters

(1) Concurrent Jurisdiction

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

(2) Tribal Jurisdiction

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

C. Sanctions and Civil Fines

(1) The Tribal Gaming Agency and the State Gaming Agency shall enter into a Memorandum of Understanding, which may be amended from time to time, to define the schedule of civil fines and sanctions.

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

D. Limited Application of State Criminal Law

For the purposes of 18 U.S.C. § 1166(d) and enforcing the provisions of this Compact, and of protecting the public health, safety and welfare, and to the extent not inconsistent with other provisions of this Compact, RCW 9.46.0245; 9.46.0269; 9.46.0364; 9.46.0368; 9.46.037; 9.46.038; 9.46.155; 9.46.160; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.46.195; 9.46.196; 9.46.1961; 9.46.1962; 9.46.198; 9.46.212; 9.46.215; 9.46.217; 9.46.220; 9.46.221; 9.46.222; 9.46.225; 9.46.228 (1), (2), (4) & (5); 9.46.231; 9.46.235; 9.46.240; 67.04; 67.16; 67.24; 67.70; 74.08.580; 9A.52; 9A.56; 9A.60; 9A.68; 9A.82; 9A.83.020; 9.35.010; and 9.35.020 as now or hereinafter amended, to the extent such amendments concern the same subject matter as the old statutory provisions, shall be applicable and incorporated herein as part of this Compact and the Tribe consents to this transfer of jurisdiction to the State with respect to Gaming on Tribal Lands.

E. Law Enforcement Coordination

In an attempt to foster a spirit of cooperation between the Tribal Law Enforcement and Local Law Enforcement Agencies authorized to enforce the criminal laws of the State, the Tribe and those laws affecting the public health, safety and welfare of the surrounding communities, representatives of those Law Enforcement Agencies shall meet periodically or as requested by any of the Law Enforcement Agencies to discuss

mutual concerns and to coordinate the enforcement actions necessary to minimize those concerns.

F. Reporting Requirements.

The Tribe shall cooperate with requests from the State Gaming Agency to provide the information required for the State Gaming Agency's reporting requirements under RCW 9.46.090. If the Tribe determines that providing any specific information requested is inconsistent with its sovereignty and its need to protect its proprietary business information, the Tribe will not provide such information and will notify the State Gaming Agency of such determination.

G. Preservation of Tribal Self-Government

Nothing in this Compact will be deemed to authorize the State:

- (1) To regulate in any manner the government of the Tribe, or
- (2) To interfere with the Tribe's selection of its governmental officers, including members of the Tribal Gaming Agency.

**XII. REIMBURSEMENT FOR REGULATORY EXPENSES  
INCURRED BY THE STATE GAMING AGENCY**

A. The Tribe agrees to pay an annual Regulatory Fee in accordance with Appendix X2, Section 13, as now or hereafter amended.

B. Payment of Sports Wagering Start-Up Costs Fee. Start-Up Costs fee includes the actual costs incurred by the State Gaming Agency for negotiations, rule development, regulatory program development, training, and similar activities necessary to implement Sports Wagering. The State Gaming Agency will provide the Tribe with a detailed explanation of the actual and reasonable costs incurred by the State Gaming Agency to implement Sports Wagering. The Tribe's operation, or continued operation, of Sports Wagering is contingent on the receipt of the Tribe's share of the Start-Up Costs fee.

The Tribe's share will be determined equal to the Start-Up Costs fee divided by the number of tribes implementing Sports Wagering on or before March 31, 2023, unless the implementing tribes transmit to the State Gaming Agency by March 31, 2023, a unanimously agreed to alternative Start-up Costs fee distribution method documented in a Memorandum of Understanding between all implementing tribes and provided to the State Gaming Agency. The Tribe's share of the Start-Up Costs fee will be invoiced by April 15, 2023, with payment due to the State Gaming Agency no later than May 30, 2023.

C. If the Tribe and the State Gaming Agency desire to define and pilot an alternative method to determine State Gaming Agency regulatory fees, the parties may agree, whether on a trial or permanent basis, to such method and memorialize same in a MOU.

### **XIII. DISPUTE RESOLUTION AND REMEDIES FOR BREACH OF COMPACT**

#### **A. Introduction**

In recognition of, and consistent with, the government-to-government relationship of the Tribe and State, the parties shall make their best efforts to resolve disputes by good faith negotiations whenever possible. Therefore, the parties hereby establish a method of non-judicial dispute resolution in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions and conditions of this Compact.

#### **B. Dispute Resolution Alternatives**

##### **(1) Meet and Confer**

In the event of a dispute or disagreement between the parties regarding the implementation and compliance with any terms, conditions, and provisions of this Compact, or otherwise by mutual agreement of the parties, disputes shall be resolved as follows:

- a) Either party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth the nature of the dispute (including reference to the relevant portions of this Compact), and the issues to be resolved.
- b) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than twenty (20) business days from receipt of the notice.

##### **(2) Mediation**

If the dispute is not resolved to the satisfaction of either party within twenty (20) business days of the first meeting, then the parties, by agreement, may seek and cause to have the dispute resolved by formal mediation, in which event the parties shall use their best efforts to select a mediator as soon as possible. The mediator's fees and attendant costs of mediation shall be borne equally by the parties.

The parties understand that informal and formal mediation may not always lead to satisfactory results. In the event either party is dissatisfied with informal and/or formal mediation, they may seek judicial resolution of any disagreement relating to the administration, monitoring of performance and compliance with the terms, provisions and conditions of this Compact. However, the parties are free under this Compact to agree to other alternative dispute resolution mechanisms.

##### **(3) Standard Arbitration**

- a) In the event informal and/or formal mediation fails to resolve the dispute between the parties, the parties may choose by mutual agreement to resolve the dispute by arbitration. In no event may the request be made earlier than twenty (20) days after a party has properly notified the other party under the procedures set forth in Section XIII.B(1).



- b) Sites for such arbitrations shall alternate between Nisqually Tribal Lands and the State Gaming Agency or Washington Horse Racing Commission offices, as applicable, after each arbitration dispute, as follows: the first arbitration dispute, until completed, shall be held on Nisqually Tribal Lands; the next arbitration dispute, until completed, shall be held at the State Gaming Agency or Washington Horse Racing Commission offices; and so forth.
- c) In the event the parties agree to arbitration, the Tribe and the State Gaming Agency shall, within five (5) days, agree upon an arbitrator to decide the matter at issue, or agree upon a procedure for the selection of an arbitrator. The parties shall also agree on the rules, policies and procedures to be used in the arbitration.
- d) The arbitration, unless another date is stipulated to by the parties, shall occur no later than fourteen (14) business days from the date an arbitrator is named. The arbitrator may, in his or her discretion, impose a case management schedule on the parties to provide for reasonable time needed for discovery, fact gathering, expert witnesses, etc. Time periods shall be reasonable and necessary as required by the circumstances, without providing undue delay. In all circumstances, however, the arbitrator shall issue a final decision no later than one (1) year from the initial written request for arbitration. The parties may, by mutual agreement, continue the mediation process set out in Section XIII.B(2) until the arbitration begins.
- e) The decision of the arbitrator shall be final for the purpose of concluding the non-judicial phase of the arbitration process, but the final decision of the arbitrator may be subject to judicial review.
- f) The arbitrator shall, consistent with this Compact Section XI.C(1), have the power to impose fines and award equitable relief in his or her discretion and as the circumstances warrant.
- g) Each party to the arbitration shall bear its own costs and attorney fees, and the costs of the arbitrator(s) shall be borne equally by the parties.

C. Injunction or Other Relief Against the State

If the Tribe believes the State, whether or not through the State Gaming Agency or the Washington Horse Racing Commission, is in breach or default or is otherwise acting contrary to or failing to act in the manner required by the provisions of this Compact, the Tribe may bring an action to seek injunctive or other relief in the U.S. District Court for the Western District of Washington, pursuant to RCW 9.46.36001. Prior to bringing such

action the Tribe will notify the State and State Gaming Agency of the alleged violation(s).

D. Injunction or Other Relief Against the Tribe, the Gaming Operation, or any Individual

The State may bring an action to enjoin the Tribe, the Gaming Operation, or any Individual if the State determines that any Gaming authorized by the provisions of this Compact is being conducted in violation of the provisions of this Compact, or if any Class III Gaming activity is being conducted on Tribal Lands in violation of the provisions of this Compact. Such action will be brought in the U.S. District Court, pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii). Prior to bringing such action, the State will notify the Tribe of the alleged violation(s).

E. Limited Waiver of Sovereign Immunity

The Tribe and the State agree and understand that waivers of sovereign immunity defenses must be express and unambiguous, and are narrowly construed. Nothing contained in this Compact shall be construed or interpreted to be a consent, grant or waiver of any sovereign right or immunity either the Tribe and/or its citizens or the State enjoy, except as expressly provided hereinafter in this Section XIII.E:

- (1) The Tribe hereby agrees to a limited waiver of sovereign immunity for the sole purpose, and no other purpose, of consenting to the potential judicial action or review specified in Section XIII and Section XV.F. of this Compact, such waiver to be in effect only so long as this Compact is in effect; but in no event shall the limited waiver be construed to allow for monetary relief against assets of the Tribe other than revenue from the Gaming Facility or from the sale of gaming-related assets.
- (2) The State and the State Gaming Agency represent and acknowledge that the State has waived its sovereign immunity with respect to suits interpreting or enforcing any contract to which the State and/or its subordinate agencies have entered into with a private party, which includes an Indian tribe. See RCW 4.92.010 and *Architectural Woods, Inc. v. Washington*, 92 Wn.2d 521, 598 P.2d 1372 (1979). In addition, the State and the State Gaming Agency represent and acknowledge that the State has waived its immunity from those suits set forth in RCW 9.46.36001. Notwithstanding such statutory waivers of immunity, the State hereby reiterates and agrees to a limited waiver of sovereign immunity for the sole purpose, and no other purpose, of consenting to the suits specified in Section XIII of this Compact, and any other suits set forth in RCW 9.46.36001, such waivers to be in effect only so long as this Compact is in effect.

F. References

The parties are aware that some sections of this Compact contain an explicit reference to Section XIII in the event a dispute arises under that section. Notwithstanding such explicit references, and with respect to all other sections of this Compact, it is the parties' intent that any dispute of whatever kind, type or nature arising under this Compact shall be subject to the provisions of Section XIII.

#### **XIV. LIMITATION OF LIABILITY**

Neither the Tribe nor the State are creating, or intend to create, any rights in third parties which would result in any claims of any nature whatsoever against the Tribe or the State as a result of this Compact. Neither the Tribe nor the State have waived their immunity from third party suits or claims of any kind or nature whatsoever against them, and nothing contained in this Compact shall be construed to effect a waiver, in whole or in part, of said immunity.

#### **XV. EFFECTIVE DATE, DURATION, AND AMENDMENTS**

- A. Effective Date  
This amended Compact will be effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).
- B. Termination  
This Compact will be in effect until terminated by written agreement of both parties, under the provisions of IGRA. PROVIDED, the Tribe will provide written notice to the Governor of the State sixty (60) days prior to termination of the Compact. Suspension of or an injunction against Class III Gaming activities will not constitute termination for the purpose of this subsection.
- C. Subsequent Negotiations  
Nothing in this Compact will be deemed to waive the right of the Tribe to request negotiations for a Tribal-State Compact with respect to a Class III Gaming activity which is to be conducted on Tribal Lands, but is not permitted under the provisions of this Compact, including forms of Class III Gaming which were not permitted by the State for any purpose by any person, organization, or entity at the time when this Compact was negotiated or amended but are subsequently so permitted by the State, in accordance with 25 U.S.C. § 2710(d)(3)(A).
- D. Enactment of Compact Provisions  
Pursuant to the general rule-making authority of the agencies, the Tribal Gaming Agency or the State Gaming Agency may each enact all or part of the provisions of this Compact as part of their regulations or rules governing Gaming.
- E. Revision of State Regulations  
Whenever the State adopts or revises any rule or regulation which corresponds to any provision of the Tribe's standards of operations and management as set forth in Section X.A relating to the same type of Gaming, the State Gaming Agency may notify the Tribal Gaming Agency that it requests analogous changes in such standards. The Tribal Gaming Agency will promptly confer with the State Gaming Agency in good faith concerning the appropriateness and applicability of such changes.

F. Changes to State Law

If the laws of the State authorizing the activities set forth herein as Class III Gaming activities are repealed, thereby prohibiting such Gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of this Compact providing for such Gaming would not be authorized and the continued operation of such Gaming would constitute a violation of the Compact for which the State could bring an action in Federal District Court pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii).

The Tribe disagrees that such subsequent State legislation would have this effect under the provisions of the IGRA and this Compact, but does agree that such an action, if commenced in that forum, is the appropriate State recourse and for that purpose consents to the suit and waives any defense it may assert by way of its sovereign immunity in accordance with the terms of Section XIII.E(1) of this Compact.

Notwithstanding any other provisions of this Compact, if the laws of the State authorizing any Class III Gaming activities are so repealed, the State may bring an action as set forth above only after it provides twenty (20) business days written notice to the Tribe of the State's intention to bring such action and affords the Tribe a reasonable opportunity to meet and confer with the State in a good faith attempt to resolve the issue(s) intended to be addressed by such action.

G. Clarification, Amendments, and Renegotiations

(1) Compact Clarification

The parties recognize that circumstances may arise in implementation, operation, and regulation of the Class III Gaming Facilities that require clarification of Compact provisions. For such mutually agreed-upon clarification, the State and Tribe will execute and sign a Memorandum of Understanding in each case that will be attached to and made part of this Compact.

(2) Amendments

Either party may, in writing, request renegotiation of any of the provisions of this Compact consistent with the requirements of the Indian Gaming Regulatory Act, its implementing regulations, and RCW 9.46.360. The mutual agreement of both parties achieved through renegotiations will be documented in an amendment. The terms and provisions of the Compact will remain in effect unless and until the parties agree on the renegotiated terms.

(3) Amending Nature and/or Scope

The terms and conditions of this Compact related to the nature and/or scope of Class III Gaming shall be amended upon written notice and request by the Tribe to the State, if and when:

- a) The laws of the State are amended, expanding Gaming beyond that which is now allowed under the terms of this Compact; or

- b) A State or Federal court within the State of Washington or a Federal court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation in a Gaming activity that was not authorized for any purpose by any person, organization, or entity at the time this Compact was executed or not authorized by this Compact; or
  - c) If the State enters into or amends a compact with another tribe that is approved by the Secretary of the Interior and that agreement gives any such tribe additional or different terms than those provided under Section III (Nature and Scope of Class III Gaming) or Section IV (Class III Gaming Activities and Other Gaming Activities) of this Compact, and:
    - i. If the Tribe desires to incorporate into this Compact all of the provisions of the other tribe's amendment, such agreement will be documented in a memorandum of incorporation executed by the Tribe and the State and, in such case, no renegotiation will be necessary; or
    - ii. If the Tribe intends to modify any of the provisions of the other tribe's amendment, the Tribe will submit a request for renegotiation of the terms this Compact.
  - d) If the Washington State Lottery approves a purchase price per ticket greater than that provided under this Compact, the Gaming Operation may increase its maximum wagers and purchase price for scratch tickets or On-Line Lottery Wagers to match the Washington State Lottery increase, provided that the State and Tribe agree to incorporate into this Compact only the specific provisions and restrictions related to the purchase price, and such agreement will be documented in a memorandum of incorporation.
- (4) State Authorization of Additional Class III Gaming Activities  
In the event the State hereafter authorizes any additional Class III Gaming activity, the Tribe will be authorized to conduct such activity prior to completion of the subsequent negotiations as provided in this Compact, if such activity is conducted in accordance with all of the limitations, regulations and requirements of the State.
- (5) Process and Negotiation Standards  
The parties will confer and the required negotiations will commence within thirty (30) days of a request to amend or renegotiate. All matters involving negotiations or other amendatory processes under this section will be otherwise governed, controlled and conducted in conformity with the provisions and requirements of 25 U.S.C. § 2710(d), except in subsections where a different resolution is specifically provided in the event of an unsettled dispute or where agreement is not reached by the parties.

**XVI. NOTICES**

All notices required or authorized to be served will be in writing and will be sent by first class or priority mail or be delivered by other expedited service to the following addresses, which can be updated with advance notification to all parties:

Tribal Chairman  
Nisqually Indian Tribe  
4820 She Nah Num Drive SE  
Olympia, WA 98513

Governor  
State of Washington  
State Capitol  
Olympia, Washington 98504

Tribal Attorney  
Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia, WA 98513


Director  
Washington State Gambling Commission  
P. O. Box 42400  
Olympia, Washington 98504-2400

**XVII. SEVERABILITY**

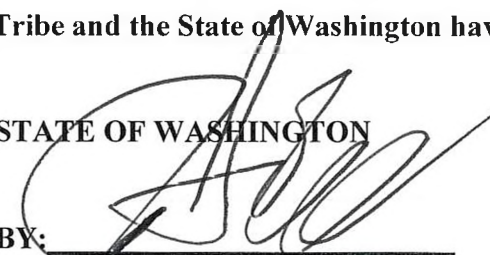
In the event that any section or provision of this Compact is held invalid, or its application to any particular activity held invalid, it is the intent of the parties that the remaining sections of the Compact, and the remaining applications of such section or provision will continue in full force and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

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

**NISQUALLY INDIAN TRIBE**

BY:   
\_\_\_\_\_  
**WILLIAM FRANK III**  
Chairman

**STATE OF WASHINGTON**

BY:   
\_\_\_\_\_  
**JAY INSLEE**  
Governor

DATED: April 21, 2022

DATED: 5.18.22

**APPENDIX A**

**NISQUALLY INDIAN TRIBE – STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

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

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1. INTRODUCTION

This Appendix contains minimum standards of operation. ("Standards"). Specific procedures will be handled as documented in these Standards and further detailed in the Gaming Operations system of accounting and Internal Controls required by Compact.

2. DEFINITIONS

The following definitions apply to these Standards. To the extent they do not conflict, the definitions contained in the Compact and Appendices also apply.

- a. "Accounting Department" is that established in the Gaming Operation's system of organization in accordance with these Standards.
- b. "Cage Cashiers" means a Gaming Employee, regardless of specific working title in the Internal Controls, performing any of the functions in the Cage as set forth in these Standards.
- c. "Chief Financial Officer" (CFO) means the executive of the Gaming Operation, regardless of specific working title in the Internal Controls, exercising the overall management and authority over all financial matters. The CFO works cooperatively with and takes direction from the General Manager on daily operational and financial matters.
- d. "Closer" means the Gaming Station inventory slip upon which each Gaming Station inventory is recorded at the end of each shift or gaming day, which shall be dropped into the Drop Box upon completion of the inventory count.
- e. "Credit Slip" or "Credit" is the three-part document reflecting the removal of Gaming chips and coins from a Gaming Station in accordance with these Standards.
- f. "Dealer" means a Gaming Employee, regardless of specific working title in the Internal Controls, who operates a Gaming Station, individually or as a part of a crew, as authorized under approved Internal Controls and/or game rules.
- g. "Drop" means the sum of the total amounts of currency, coin, Gaming chips, and vouchers removed from a Drop Box.
- h. "Drop Box" means the container attached to a Gaming Station, Player Terminal or Kiosk for deposit of Cash and certain documents received as provided by these Standards.
- i. "Fill Slip" or "Fill" is the three-part document reflecting the distribution of Gaming chips and coins to a Gaming Station as provided in these Standards.



- j. "Gaming Facility Manager" means the position, regardless of specific working title in the Internal Controls, responsible for the operation and conduct of all Class III activities conducted in the Gaming Facility.
- k. "Gaming Facility Shift Manager" means the position, regardless of specific working title in the Internal Controls, responsible for performing the functions of the supervisor assigned to each shift with the responsibility for the supervision of Gaming activities conducted in the Gaming Facility. In the absence of the Gaming Facility Manager, the Gaming Facility Shift Manager shall have the authority of a Gaming Facility Manager.
- l. "Gaming Facility Supervisor" is a reference to a person, regardless of specific working title in the Internal Controls, in a supervisory capacity and required to perform certain functions under these Standards, including but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager.
- m. "General Manager" (GM) means the position, regardless of specific working title in the Internal Controls, responsible for performing the functions of the senior executive of the Gaming Operation exercising the overall management or authority over all the operations of the Gaming Operation and the carrying out by employees of the Gaming Operation of their duties.
- n. "Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which a review of the expenditure is made by a higher authority before replenishment.
- o. "Incompatible Function" means a function, for accounting and Internal Controls purposes, that places any person or department in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities.
- p. "Key" means an instrument for locking or a device that operates a lock designated to secure and protect assets. A Key could include a unique hard Key, a plastic card with an encoded magnetic strip or chip, magnetic lock, or similar device.
- q. "Master Game Report" means a record of the computation of the Win or Loss for each Gaming Station, each game, and each shift and includes the total amount of currency and coin counted, amount of the Opener and Closer, Fill and Credit serial numbers, individual and total amounts of Fills and Credits, and Win or Loss.

- r. "Opener" means the Gaming Station inventory slip upon which each Gaming Station inventory is recorded at the end of each shift and serves as the record of each Gaming Station inventory at the beginning of the next succeeding shift.
- s. "Pit" means the area enclosed or encircled by an arrangement of Gaming Stations in which Gaming Facility personnel administer and supervise the games played at the Gaming Stations by the patrons located on the outside perimeter of the area.
- t. "Pit Boss" means the position, regardless of specific working title in the Internal Controls, responsible for the overall supervision of the operation and conduct of Gaming at the Gaming Stations within a single Pit and shall oversee any intermediate supervisors assigned by the Gaming Operation to assist in supervision of Gaming Stations in the Pit.
- u. "Request for Credit" is the two-part document reflecting the authorization for preparation of a Credit with respect to removal of Gaming chips and coins from a Gaming Station in accordance with these Standards.
- v. "Request for Fill" is the two-part document reflecting the request for the distribution of Gaming chips and coins to a Gaming Station as provided in these Standards.
- w. "Security Department Member" means a Gaming Employee, regardless of specific working title in the Internal Controls, who is a member of the Security Department as provided in the organization of the Gaming Operation in accordance with these Standards.
- x. "Win or Loss" is determined by adding the amount of Cash or coin, the amount recorded on the Closer, removed from a Drop Box, plus Credits, and subtracting the amount recorded on the Opener and the total of the amounts recorded on Fills removed from a Drop Box.

3. ALTERNATIVE CONTROL PROVISIONS

An alternative method to the procedures in this Appendix may be approved by mutual agreement of the Tribal and State Gaming Agencies as set out in Section X of the Compact.

4. SYSTEM OF ACCOUNTING AND INTERNAL CONTROLS

The Gaming Operation shall submit to the Tribal Gaming Agency and the State Gaming Agency a description of its system of internal procedures and administrative and accounting controls. Before new or modified controls are implemented they must be approved in accordance with Compact requirements related to approval and concurrence with Internal Controls.

5. ADOPTION OF RULES FOR CLASS III ACTIVITIES

Game rules will be submitted in accordance with Section X of the Compact. Game rules adopted by the Tribal Gaming Agency shall include:

- (1) Procedures of play;
- (2) Minimum and maximum permissible wagers;
- (3) Shuffling, cutting and dealing techniques, as applicable;
- (4) Payout odds or prizes, including any payout limitations, on each form of wager;
- (5) Procedures to be followed on occurrence of irregularities, including definition of irregularities as applicable to each game; and
- (6) Prohibition on side betting between and against players and against the house.
- (7) Specifications provided by the equipment manufacturer or supplier applicable to Gaming equipment:
  - a) Physical characteristics of chips; and
  - b) Physical characteristics of the following:
    - i. Authorized Class III Gaming tables;
    - ii. Table layouts;
    - iii. Roulette wheels and money wheels;
    - iv. Roulette and keno balls;
    - v. Cards (including procedures for receipt, storage, and destruction);
    - vi. Dice (including procedures for receipt, storage, and destruction);
    - vii. Dealing shoes (including procedures for receipt and storage);
    - viii. Shuffle machines;
    - ix. Keno systems;
    - x. Progressive computers and displays;

- xi. Such other equipment as may be required for use in authorized Class III activities.

6. PROGRESSIVE AND PLAYER SUPPORTED JACKPOTS

Unless governed by Appendix W (Rules for Governing Wide Area Progressive), any progressive or jackpot prizes available on Class III Gaming activities will be submitted as part of game rules in accordance with Compact Section X and Appendices.

- (1) Rules submissions submitted under Compact Section X.B(1) will include:
  - a) How each Gaming Facility accounts for funds collected from each progressive or jackpot separately and how funds are accrued.
  - b) The process used that returns the balance to the Gaming public if the Tribe discontinues a progressive or player supported jackpot, to include:
    - i. Within a timeframe agreed to between Gaming Operations and TGA, not to exceed one (1) year;
    - ii. The balance, less any seed money or money contributed by the Gaming Operation; and
    - iii. Distribution method, to include offering a drawing; transferring the funds to another jackpot, offering as a prize in a tournament, or similar method.
- (2) Summaries of the rules posted for patrons required by Compact Section X.B(2) will include how funds are accrued and prizes available.

7. ACCOUNTING RECORDS

- (1) The Gaming Operation shall maintain complete accurate and legible records of all transactions relating to the revenues and costs of the Gaming Operation.
- (2) General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accruals basis, and detailed, supporting, subsidiary records, sufficient to meet the requirements of paragraph (4).
- (3) The forms of accounts adopted should be of a standard form which would ensure consistency, comparability, and effective disclosure of financial information.
- (4) The detailed, supporting and subsidiary records shall include, but not necessarily be limited to:

- a) Statistical game records to reflect Drop and Win or Loss amounts for each station, for each game, and for each shift;
- b) Investments in property and services, including equipment used in connection with the operation of Class III Gaming;
- c) Records of amounts payable by the Gaming Operation; and
- d) Records which identify the purchase, receipt and destruction of Gaming chips used in wagering.

8. FORMS, RECORDS, DOCUMENTS AND RETENTION

- (1) All information required by these Standards to be placed on a form, record or document shall be recorded in ink or stored in another permanent format.
- (2) Whenever duplicate or triplicate copies are required of a form, record or document:
  - a) The original, duplicate and triplicate copies shall be color-coded, unless digitally or electronically generated;
  - b) If under these Standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser;
  - c) If under these Standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the Tribal Gaming Agency for investigation; and
  - d) These forms, records or documents may be digitally or electronically generated and stored as data.
- (3) Unless otherwise specified in these Standards, all forms, records, documents and stored data shall have the title imprinted or pre-printed or saved thereon or therein.
- (4) Unless otherwise specified in these Standards, all forms, records, documents and stored data required to be prepared, maintained and controlled shall be located on Tribal Lands or such other location as is approved by the Tribal Gaming Agency. The records shall be stored in a manner that assures reasonable accessibility to Agents of the Tribal Gaming Agency and personnel of the State Gaming Agency.

- (5) Unless otherwise specified in these Standards, all records shall be kept for a period not less than two (2) years from their respective dates. If not dated, then for two (2) years from their time of creation.

9. ANNUAL AUDIT AND OTHER REPORTS

- (1) At the close of the fiscal year, the Gaming Operation shall, at its own expense, have its annual financial statements audited in accordance with generally accepted auditing Standards by an Independent Accountant.
- (2) The annual financial statements shall be prepared in a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.
- (3) A copy of the audited financial statements, together with the report thereon of the Gaming Operation's Independent Accountant shall be filed with the Tribal Gaming Agency not later than One Hundred Twenty (120) days following the end of the calendar or fiscal year. The Tribe will notify the State Gaming Agency not later than One Hundred Twenty (120) days following the end of the calendar or fiscal year when these statements are available for review. Extensions may be granted by the Tribal Gaming Agency for extenuating circumstances.
- (4) The Gaming Operation shall require its Independent Accountant to render the following reports:
  - a) The audited financial statements, together with the report thereon of the Gaming Operation's Independent Accountant.
  - b) A report on material weakness in accounting and Internal Controls. Whenever, in the opinion of the Independent Accountant, there exists no material weaknesses in accounting and Internal Controls, the report shall say so; and
  - c) A report expressing the opinion of the Independent Accountant that, based on his or her examination of the financial statements, the Gaming Operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and Internal Controls on file with the Tribal Gaming Agency. Whenever, in the opinion of the Independent Accountant, the Gaming Operation has deviated from the system of accounting and Internal Controls filed with the Tribal Gaming Agency, or the accounts, records, and control procedures examined are not maintained by the Gaming Operation in accordance with the Compact and these Standards, the report shall enumerate such deviations regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in

writing regarding improvements in the system of accounting and Internal Controls.

- (5) The reports required by paragraph (4) and the other reports on accounting and Internal Controls, administrative controls, or other matters relating to the Gaming Operation's accounting or operating procedures rendered by the Gaming Operation's Independent Accountant, shall be filed with the Tribal Gaming Agency by the Gaming Operation within One Hundred Twenty (120) days following the end of each fiscal year or within thirty (30) days of receipt whichever is earlier. Notification will be sent to the State Gaming Agency not later than One Hundred Twenty (120) days following the end of the calendar or fiscal year when these statements are available for review. PROVIDED, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

10. ORGANIZATION OF THE GAMING OPERATION

- (1) The Gaming Operation shall have a system of accounting and Internal Controls that includes the following:
  - a) Administrative control, which includes but is not limited to the plan of organization including an organization chart, job descriptions, or comparable information, and the procedures and records that are concerned with the decision processes leading to management's authorization of transactions; and
  - b) Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurance that:
    - i. Transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these Standards;
    - ii. Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these Standards, and to maintain accountability for assets;
    - iii. Access to assets is permitted only in accordance with management's authorization which shall include the requirements of these Standards; and
    - iv. The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

- (2) The Gaming Operation's system of accounting and Internal Controls shall provide for:
- a) Competent personnel with an understanding of prescribed procedures;
  - b) The segregation of Incompatible Functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties; and
  - c) The physical control of Gaming equipment inventories. Such inventories shall specifically include cards, dice, shoes and other Gaming equipment deemed appropriate. The receipt, storage, issuance, collection, disposition and/or destruction of same, subject to oversight by operations management and as authorized by the Tribal Gaming Agency.
- (3) The Gaming Operation shall, at a minimum, establish the following departments:
- a) A security department supervised by the head of the security department who shall cooperate with, yet perform independently of, all other departments and shall report directly to a director, that maintains a segregation of Incompatible Functions, regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the following:
    - i. The physical safety of all patrons and employees, as well as their property, as authorized by the Tribal Gaming Agency;
    - ii. The physical safety of the facility and assets of the Tribe, to include Keys, as authorized by the Tribal Gaming Agency; and
    - iii. The transfer of assets to and from the cashier cage(s) and the Gaming Stations, as authorized by the Tribal Gaming Agency.
  - b) A surveillance department, supervised by the head of the surveillance department, who shall cooperate with, yet perform independently of all other departments and shall report directly to the head of the Tribal Gaming Agency regarding matters of policy, purpose, and responsibilities.
    - i. The head of surveillance shall be responsible for, but not limited to, the following:
      - 1. The clandestine surveillance of the operation and conduct of the Gaming activities;
      - 2. The clandestine surveillance of the operation of the cashier's cage(s);



3. The video and audio recording of activities in the count rooms;
  4. The detection of cheating, theft, embezzlement, and other illegal activities in the Gaming Facility, count rooms, and cashier's cage(s);
  5. The video recording of illegal and unusual activities monitored; and
  6. The notification of appropriate Gaming Facility Supervisors, and the Tribal Gaming Agency upon the detection and recording of cheating, theft, embezzlement, or other illegal activities.
- ii. No present or former surveillance department employee shall be employed in any other capacity in the Gaming Facility unless the Tribal Gaming Agency, upon written petition, approves such employment in a particular capacity upon a finding that:
1. One (1) year has passed since the former surveillance department employee worked in the surveillance department;
  2. Surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee in the capacity proposed; and
  3. Errors, irregularities, or illegal acts cannot be concealed or perpetrated by the former surveillance department employee's knowledge of the Closed Surveillance System in the capacity in which the former surveillance department employee will be employed.
- c) A Gaming Facility department supervised by a Gaming Facility Manager who shall perform independently of all other departments and shall report directly to the General Manager. The Gaming Facility Manager shall be responsible for the operation and conduct of all Class III activities conducted in the Gaming Facility.
- d) A Gaming Facility Accounting Department supervisor who shall report directly to the Chief Financial Officer or equivalent. The supervisor responsibilities shall include, but not be limited to, the following:
- i. Accounting controls;
  - ii. The preparation and control of records and data required by these Standards; and
  - iii. The control of stored data, the supply of unused forms, the accounting for and comparing of forms used in the Gaming Operation and required

by these Standards.

- e) A cashier's cage supervised by a cage supervisor who shall supervise Cage Cashiers and cooperate with, yet perform independently of, the Gaming Facility and security departments, and shall be under the supervision of, and report directly to the Chief Financial Officer or equivalent. The cage shall be responsible for, but not limited to the following:
  - i. The custody of currency, coin, patron checks, Gaming chips, and documents and records normally associated with the operation of a cashier's cage;
  - ii. The approval, exchange, redemption and consolidation of patron checks received for the purpose of Gaming in conformity with the Gaming Operation's Standards;
  - iii. The receipt, distribution and redemption of Gaming chips in conformity with these Standards; and
  - iv. Such other functions normally associated with the operation of a cashier's cage.
  
- f) An information technology department with limited administrative access to electronic equipment and information systems for the purpose of technical support, supervised by an information technology director, who shall cooperate with, yet perform independently of, all other departments and shall report directly to the General Manager of the Gaming Operation regarding matters of purpose and responsibilities. For purposes of this section, limited administrative access means troubleshooting any issues within the system; patching, updating, and keeping the system secure; administrative support for information technology issues; verifying that back-ups of data are proceeding as normal, and monitoring the health of the network/system infrastructure.
  - i. The head of information technology shall be responsible for, but not limited to, the following:
    - 1. Understanding the complex role of technology in the Gaming Facility; and
    - 2. Ensuring information technology functions for electronic equipment and information systems throughout the Gaming Facility are separated into distinct job duties to prevent an

information technology employee from harming, manipulating, concealing, or damaging an operational system or the services it provides, whether by an accidental act, omission, or intentional act.

- ii. No present or former information technology department employee shall be employed in any other capacity in the Gaming Operation until:
    - 1. Gaming Operations has created a policy regarding how a present or former information technology employee working in any other capacity in the Gaming Operation:
      - a. Does not compromise the Gaming Facility's electronic equipment and information systems; and
      - b. Errors, irregularities, or illegal acts cannot be concealed or perpetrated.
    - 2. The policy must be submitted and approved by the Tribal Gaming Agency prior to implementation.
- (4) The Gaming Operations personnel shall be trained in all accounting and Internal Controls practices and procedures relevant to each employee's individual function. Special instructional programs shall be developed by the Gaming Operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this Standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their function.

11. CAGES

- (1) As part of the Gaming Operation there shall be on or immediately adjacent to the Gaming floor a physical structure known as the cage to house the cashiers and to serve as the central location for the following:
- a) The custody of the cage inventory comprising currency, coin, patron checks, Gaming chips, forms, documents and records normally associated with the operation of a cage;
  - b) The approval of patron checks for the purpose of Gaming in conformity with these Standards;
  - c) The receipt, distribution, and redemption of Gaming chips in conformity with these Standards; and
  - d) Such other functions normally associated with the operation of a cage.

- (2) As part of the cage there may be a separate physical structure known as satellite cage(s) located on or immediately adjacent to the Gaming floor which can include, but are not limited to, keno, OTB, or Tribal Lottery System cashiers who:
  - a) Buy and sell keno tickets, OTB vouchers, and/or Tribal Lottery System vouchers; and
  - b) Such other functions normally associated with the operation of a cage.
- (3) The Gaming Operation shall have a reserve Cash bankroll in addition to the funds normally maintained by the cashier's cage, on hand in the cashier's cage or readily available to the cashier's cage at the opening of every shift in a minimum amount established by the Gaming Operation.
- (4) Each cage will be designed and constructed to provide maximum security including, at a minimum, the following:
  - a) A partially enclosed structure through which items such as Gaming chips, checks, cash, records, and documents can be passed to service the public and Gaming Stations;
  - b) Manually triggered silent alarm systems connected to the monitoring rooms of the Closed Surveillance System;
  - c) Access will be through a locked door; and
  - d) The system shall have surveillance coverage which will be monitored by the surveillance department.
- (5) The Gaming Operation will place on file with the Tribal Gaming Agency the names of all persons authorized to enter the cage, those who possess the combination or the Keys or who control the mechanism to open the locks securing the entrance to the cage, and those who possess the ability to operate the alarm systems.
- (6) The cashier's cage shall be responsible for implementing procedures and controls necessary to comply with the Bank Secrecy Act, 31 U.S.C. § 5311 et seq., as now or hereafter amended.

12. ACCOUNTING CONTROL WITHIN THE CASHIER'S CAGE

- (1) The assets for which the cashiers are responsible shall be maintained on an Imprest Basis; provided, the cage may operate on a float basis if documented in the system of accounting and Internal Controls and approved by the Tribal Gaming Agency. At the end of each shift, the cashiers assigned to the outgoing

shift, shall record on a cashier's count sheet the face value of each cage inventory item counted and the total of the opening and closing cage inventories and will reconcile the total closing inventory with the total opening inventory.

- (2) Cashiers' functions will be, but are not limited to the following:
  - a) Receive currency, coin, checks, Gaming chips, vouchers, or Cash Equivalents from patrons for Gaming chip consolidations, total or partial redemptions or substitutions;
  - b) Receive documentation with signatures thereon, required to be prepared for the effective segregation of functions in the cage; and
  - c) Process Fills and Credits by exchanging chips, currency, coin and paperwork as authorized in these Standards;
  - d) Receive currency and coin from count rooms and kiosks;
  - e) Prepare the overall cage reconciliation and accounting records; and
  - f) Perform such other functions as necessary to ensure proper accountability consistent with these Standards.
- (3) Cashier signatures from the incoming and outgoing shifts attesting to the accuracy of the information will be at a minimum on the following sheets: the cashiers count sheet, the Fill bank closeout sheet, and the main bank closeout sheet.
- (4) At the conclusion of Gaming activity each day, at a minimum, copies of the cashier's count sheet, reconciliation, Fill, main, and related documentation, will be forwarded to the Accounting Department for agreement of opening and closing inventories, and agreement of amounts thereon to other forms, records and documentation required by these Standards or for the recording of transactions.

13. DROP BOXES

- (1) In the Gaming Facility, each Gaming Station, Player Terminal, and Kiosk will have attached to it a container known as a 'Drop Box', in which will be deposited all Cash, vouchers, duplicate Fills and Credits, Requests for Fills and Credits, station inventory forms, or other forms. Gaming Stations will have metal Drop Boxes and each Player Terminal or Kiosk will have either plastic or metal Drop Boxes.
- (2) Each Drop Box will have:

- a) One separate lock securing the contents placed into the Drop Box, the Key to which will be different from any other Key;
  - b) A separate lock securing the Drop Box to the Gaming Stations, Player Terminals, or Kiosks, the Key to which will be different from the Key to the lock securing the contents of the Drop Box;
  - c) An opening through which currency, coins, forms, records, and documents can be inserted into the Drop Box;
  - d) Permanently imprinted or impressed thereon, and clearly visible, a number corresponding to a distinct number on the Gaming Station, Player Terminal, or Kiosk to which it is attached, and a marking to indicate game, table number, and shift, except that emergency Drop Boxes may be maintained without such number or marking, provided the word “emergency” is imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the Gaming Station and identification of the game and shift.
  - e) Gaming Operations may use alternative Drop Box labels which can electronically store the identification number of the device or station to which it is attached.
    - i. In the event barcodes are used, a distinct barcode will be attached on each Drop Box that, when scanned, assigns to that Drop Box the date and Gaming Station number that corresponds to a permanently marked number on the Gaming Station, Player Terminal, or Kiosk to which it is attached.
    - ii. In the event “smart cans” are used, the Gaming Station number will be maintained on a chip located in each individual smart can Drop box. This Gaming Station, Player Terminal, or Kiosk number will be tracked and may be cleared and reset in a manner and a form acceptable to the Tribe and documented in the Gaming Operation’s system of accounting and Internal Controls.
- (3) The Key utilized to unlock the Drop Boxes from the Gaming Stations will be maintained and controlled by the security department.
- (4) The Key to the lock securing the contents of the Drop Boxes will be maintained and controlled by the Tribal Gaming Agency.

14. DROP BOXES TRANSPORTATION AND STORAGE

- (1) All Drop Boxes removed from the Gaming Stations, Player Terminals, or Kiosks will be transported, at a minimum, by one Security Department Member and one employee of the Gaming Operation and secured at the completion of the Drop. A member of the Tribal Gaming Agency will be required to be on the Gaming floor while boxes are removed from Gaming Stations.
- (2) All Drop Boxes, not attached to a Gaming Station, Player Terminal, or Kiosk, will be stored in the count room, unless empty, in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. The Key to one lock will be maintained and controlled by the security department and the Key to the second lock will be maintained and controlled by the Tribal Gaming Agency Agent. Empty drop boxes may be stored in a secure, limited access area, with similar controls as the count room, as approved by the Tribal Gaming Agency and concurred with by State Gaming Agency in Internal Controls.
- (3) Drop Boxes, when not in use during a shift may be stored on the Gaming Stations provided that there is adequate security. If adequate security is not provided during this time, the Drop Boxes will be stored in the count room in an enclosed storage cabinet or trolley as required in paragraph (2).

15. CHECKS AND CREDIT CARDS

- (1) Except as otherwise provided in this section, no employee of the Gaming Operation, and no person acting on behalf of or under any arrangement with the Gaming Operation, will make any loan, or otherwise provide or allow to any person any credit or advance of anything of value or which represents value to enable any person to take part in Gaming activity as a player.
- (2) The acceptance of patron checks, paper or electronic, is allowed in accordance with normal commercial practices.
  - a) Withholding checks received from any deposit is considered an extension of credit.
  - b) Records will be maintained documenting all dishonored checks until paid in full. The records must include at a minimum, the person's name, check amount, date dishonored, and any amounts paid against balance.
  - c) If a check is dishonored, the person shall be prohibited from submitting any future check until the amount owed to the Gaming Operation is paid in full.
- (3) Cash advances on patrons' credit cards or bank cards in accordance with normal commercial practices is allowed.

16. ACCEPTANCE OF GRATUITIES FROM PATRONS

- (1) No Gaming Operation employee directly concerned with management, supervision, accounting, security, or surveillance shall solicit or accept any tip or gratuity from any player or patron, unless said employee is temporarily serving in a capacity other than supervision, accounting, security or surveillance for a full shift, per the request of such employee's supervisor or Gaming Operation management and there is no segregation of duties issues.
- (2) The Gaming Operation shall establish a procedure for accepting and accounting for all tips received by other Gaming Employees.

17. GAMING STATION INVENTORY REQUIREMENTS AND PROCEDURES

- (1) Gaming chips or coins cannot be added to or removed from station inventory during the Gaming day except:
  - a) In exchange for Cash;
  - b) In payment of winning wagers and collection of losing wagers made at such Gaming Station;
  - c) In exchange for Gaming chips received from a patron having an equal aggregate face value; and
  - d) In conformity with the Fill and Credit procedures described in these Standards.
- (2) Gaming Station inventory slips, Opener, Closer, and triplicate, are serially numbered and document the value of each denomination of Gaming chips and coins on each Gaming Station at a specified period of time, which will be at a minimum when a Gaming Station is opened and closed.
  - a) Signatures attesting to the accuracy of the station inventory shall be of a Gaming Facility Supervisor and Dealer or another table games employee.
  - b) Each copy of the Gaming Station inventory slip, Opener, Closer, and triplicate, will be distributed in accordance with approved accounting and Internal Controls.
  - c) Each station inventory shall be stored in a separate locked, clear container secured to the Gaming Station while not in use with the information on a copy of the Gaming Station inventory slip visible from outside the container.



- (3) The Keys to the locked containers containing the station inventories shall be maintained and controlled by the Gaming Facility Supervisor in a secure place and will not be accessible to any cashier's cage or security personnel.
  - (4) Any discrepancy between the station inventory and the Gaming Station inventory slip shall be immediately reported to at least the Gaming Facility Shift Manager, the security department, and the Tribal Gaming Agency. A Notification of Error (NOE) or security report shall be completed in conformity with agreed upon system of accounting and Internal Controls.
18. PROCEDURES FOR DISTRIBUTING AND REMOVING GAMING CHIPS AND COINS TO AND FROM GAMING STATIONS
- (1) Gaming chips or coins cannot be added to or removed from station inventory unless:
    - a) Request for Fill is completed to transfer Gaming chips or coins from the cage to the Gaming Station with the signatures of at least the Gaming Facility Supervisor requesting the transfer of Gaming chips.
    - b) Request for Credit is completed to transfer Gaming chips or coin from the Gaming Station to the cage with the signatures of at least the Gaming Facility Supervisor requesting the transfer and a Security Department Member completing the transfer.
  - (2) A Fill or Credit is serially numbered and documents at a minimum the date, time, Gaming Station number, and the value of each denomination of Gaming chips and coins being transferred.
    - a) Signatures attesting to the accuracy of the Fill or Credit shall be at least of a Gaming Facility Supervisor, the Dealer assigned to the Gaming Station, the Security Department Member transferring the Gaming chips or coins, and the Cage Cashier preparing the forms.
    - b) One copy of the Fill or Credit shall be placed in the Gaming Station Drop Box, one copy shall be kept with the Cage Cashier records, and one copy shall be secured for comparison by the Accounting Department.
    - c) If an error is found, the Cage Cashier shall sign and mark "VOID" on each copy. All voided forms shall be forwarded to the Accounting Department.
    - d) Fill and Credit forms shall be maintained in a secure manner as outlined in the Gaming Operation's System of Internal Controls.

19. COUNT ROOM: CHARACTERISTICS

- (1) The Gaming Operation will have a count room specifically designated for counting the contents of at a minimum Drop Boxes and banks, as applicable.
- (2) The count room shall be designed and constructed to provide maximum security to include at a minimum, the following:
  - a) A door equipped with two separately Keyed locks securing the interior of the count room. The Keys shall be different from any other Keys. One Key shall be maintained and controlled by the security department and the other Key maintained and controlled by the Gaming Facility department or Tribal Gaming Agency;
  - b) The security department shall establish a sign out procedure for all Keys removed from the security department; and
  - c) An alarm device connected to the entrance of the count room that signals the surveillance room whenever the door to the count room is opened.
- (3) Located within the count room shall be count table(s) constructed of clear glass or similar material for the emptying, counting and recording of the contents of the Drop Boxes and banks, as applicable.

20. PROCEDURE FOR COUNTING AND RECORDING DROP BOXES CONTENTS

- (1) The opening, counting and recording of the contents of Drop Boxes will be done by at least three (3) employees assigned by the Gaming Operation to perform the count, known as the "drop team", and who have no Incompatible Functions.
- (2) Surveillance will be notified at the start of the count. Immediately prior to the opening of any Drop Boxes, the doors to the count room shall be securely locked and except as otherwise authorized by this Standard, no person shall be permitted to enter or leave the count room until the entire counting, recording and verification process is completed; provided a person may leave or enter the count room during a normal work break after the last opened Drop Box has been counted, verified and recorded, or in an emergency. Each Drop Box number will be called out and recorded by surveillance, provided that the announcement is not required for TLS Drop Boxes when a smart can or barcode system is used, and the date and time of each drop box being counted is recorded in a report.
- (3) The currency of each Drop Box shall be counted twice by the drop team members, either manually or by using a currency counter. Procedures for errors in the two counts will be documented in the Internal Controls. When electronic currency counting and sorting devices are used, they will be tested and/or calibrated as needed to ensure the accuracy of the count.

- (4) As the contents of each Drop Box are counted and separated, the amounts will be recorded on the master game report.
- (5) After completion of the Drop, each drop team member shall sign the master game report attesting to the accuracy of the information recorded thereon.
- (6) All Cash and Gaming chips removed and counted shall be presented in the count room to a cashier who shall verify the Cash and Gaming chips received and shall sign the report evidencing the fact that both the cashier and drop team have agreed on the total amount of Cash and Gaming chips counted. Then the cashier shall take a copy of the count paperwork, Cash, and Gaming chips into the cage.
- (7) After the drop team members have signed the master game report, changes may only be made to it pursuant to procedures approved by the Tribal Gaming Agency.
- (8) The paperwork from the Drop Boxes shall be transported directly to the Accounting Department with one copy of the signed master game report.
- (9) The Accounting Department shall audit on a daily basis the originals and copies of the Master Game Report and Tribal Lottery System reports, Request for Fills, Fills, Request for Credits, Credits and station inventory slips.

21. SIGNATURES

- (1) Signatures of each person required by these Standards to sign or initial forms, records and documents shall:
  - a) Be the employee's unique signature, as used on their employee signature card. "Unique" is defined as "only one: being the only one of a kind."
  - b) Include the signer's legible badge number; and
  - c) Signify that the signer has prepared forms, records, and documents, and/or authorized to a sufficient extent to attest to the accuracy of the information recorded thereon, in conformity with these Standards and the Gaming Operation's system of accounting and Internal Controls.
- (2) Signature records shall be prepared for each person required by these Standards to sign or initial forms, records and documents, and shall include specimens of signatures, initials of signers, and department. Such signature records shall be maintained on a dated signature card filed alphabetically by last name. The

signature records shall be adjusted on a timely basis to reflect changes of personnel.

- (3) Signature records shall be securely stored in the Accounting Department or human resource department.
- (4) Electronic signature records may be used in place of the above and shall be maintained in a secure electronic format and shall be immediately available to the Tribal Gaming Agency and State Gaming Agency upon request.

22. CLOSED SURVEILLANCE SYSTEM

- (1) The Tribal Gaming Agency shall ensure installation of a Closed Surveillance System according to the following specifications.
- (2) The Closed Surveillance System shall include at least the following:
  - a) Light sensitive cameras some with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points, the following:
    - i. All Gaming activities conducted in the Gaming Facility;
    - ii. The operations conducted at and in the cashier's cage and satellite cages;
    - iii. The entire count process and any other activities conducted in the count room and the storage cabinets or trolleys used to store Drop Boxes;
    - iv. The movement of Cash, Gaming chips, and Drop Boxes in the establishment;
    - v. The entrances and exits to the Gaming Facility and the count rooms; and
    - vi. Such other areas as the Tribal Gaming Agency designates.
  - b) Video recording units with time and date insertion capabilities for recording what is being viewed by any camera of the system;

- c) Audio capability of the entire count process and any other activities in the count room; and
  - d) One or more monitoring rooms in each Gaming Facility which shall be in use at all times by the employees of the surveillance department assigned to monitor the activities in the Gaming Facilities, and which may be used as necessary by the agents of the Tribal Gaming Agency and agents of the State Gaming Agency.
- (3) Adequate lighting shall be present in all areas, including Gaming activities and Pits, where closed surveillance coverage is required.
  - (4) The surveillance department shall be required to maintain a surveillance log of all surveillance activities in the monitor room. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:
    - a) Date and time of surveillance;
    - b) Person initiating surveillance;
    - c) Reason for surveillance;
    - d) Time of termination of surveillance;
    - e) Summary of the results of the surveillance;
    - f) A record of any equipment or camera malfunctions.
  - (5) The surveillance log shall be available for inspection at any time by agents of the Tribal Gaming Agency and agents of the State Gaming Agency.
  - (6) Video or audio recordings shall be retained for at least seven (7) days and at least thirty (30) days in the case of recordings of evidentiary value, or for such longer period as the Tribal Gaming Agency or the State Gaming Agency may require.
  - (7) Entrances to the closed surveillance monitoring rooms shall not be visible from the Gaming Facility area.
  - (8) Digital Surveillance
    - a) Digital images record and playback of images with sufficient magnification and clarity that shows fluid motion and allows the viewer to clearly distinguish the value of currency, coins, Gaming chips, playing cards, and outcome of the game and effectively monitor in detail all areas in the Gaming

Facility where Class III Gaming is conducted, including but not limited to table games, TLS, poker, keno stations, cages, count rooms, information technology department, and all Gaming activity conducted by Gaming Employees, patrons or players.

- b) The recording systems must be equipped with an alarm that notifies the operator in the event of an equipment malfunction.
- c) The system is to provide an authentication process such as encryption and/or watermark to prevent and/or detect tampering.
- d) Digital cameras can be on motion detection setting, recording only when motion is detected which occurs anytime there is a pixel change viewed by the camera. The pictures are still observable to the operator, but it does not provide a continuous recording when no motion is detected.
- e) The recording system is password protected with only system administrator user rights having the password to disable the erase and reformat functions. This is to prevent access to system files by unauthorized personnel.
- f) Recordings from the digital Closed Surveillance System can only be viewed/read by Individuals with access to the proprietary reader software. Only employees who are licensed by the Tribal Gaming Agency and certified, registered, determined eligible, or licensed by the State Gaming Agency as a Class III Gaming Employee, Tribal Gaming Agents, State Gaming Agents, members of Local Law Enforcement, and Individuals authorized by the Tribal Gaming Agency may have access to live or recorded camera coverage.
- g) Digital surveillance suppliers may have periodic remote access to perform routine upgrades and maintenance under the following conditions:
  - i. The Tribal Gaming Agency must approve the remote access prior to it occurring;
  - ii. A log must be kept of the remote access to include who was accessing, how long they were remotely connected and the address of the remote connection;
  - iii. All remote sessions will be recorded and monitored by the Tribal Gaming Agency;
  - iv. All supplier representatives remotely accessing the Closed Surveillance System must be licensed by the Tribe and certified by the State Gaming Agency;

- v. At no time will the supplier representatives have access to manipulate or change live or recorded camera coverage; and
- vi. The physical connection must only be made for service work and must be disconnected immediately after work is completed

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

**APPENDIX C**

**SATELLITE (OFF-TRACK) WAGERING ON HORSE RACES**

**on the**

**NISQUALLY RESERVATION**

**1. DEFINITIONS.**

The following definitions apply to these Standards. To the extent they do not conflict, the definitions contained in the Compact and Appendices also apply.

- 1.1 "Conventional parimutuel pool" means the total wager under the parimutuel system on any horse or horses in a particular race to win, place, or show.
- 1.2 "Commission Regulations" means Title 260 WAC.
- 1.3 "Exotic parimutuel pool" means the total wagers under the parimutuel system on the finishing position of two or more horses in a particular race, such as Quinella or Exacta wagers, or on horses to win two or more races, such as Daily Double wagers, Pick Six wagers, or on other wagers other than Conventional Parimutuel Pool wagers.
- 1.4 "Horse Racing Law" means Chapter 67.16 RCW.
- 1.5 "Parimutuel wagering" means a form of wagering on the outcome of horse races in which those who wager purchase tickets of various denominations on a horse or horses in one or more races. When the outcome of the race or races has been declared official, there is a distribution of the total wagers comprising each pool, less any amounts permitted to be retained by law or under this Compact, to holders of winning tickets on the winning horse or horses.
- 1.6 "Satellite Wagering" means Parimutuel Wagering on Simulcast results.
- 1.7 "Satellite wagering facility" means any facility in which Satellite Wagering is conducted.
- 1.8 "Simulcast" means the simultaneous television or radio transmission of a race to a facility other than where the race meet is being held.
- 1.9 "Wagering employee" means any person who is employed by the Tribe or at any Satellite Wagering Facility hereunder to handle any monies, materials, records or equipment related to the Satellite Wagering permitted herein, or who supervises any person who does so or supervises any such supervisor.



- 1.10 Except as otherwise provided herein, meanings ascribed to terms used in the Horse Racing Law and the Commission Regulations are hereby adopted by reference wherever such terms are used in this Compact.
2. APPLICABILITY OF LAWS. Wagering at the Nisqually tribal Satellite Wagering Facility will be conducted in accordance with this Compact, the Indian Gaming Regulatory Act, the Interstate Horseracing Act, any ordinances or regulations adopted by the Tribe, and Washington Horse Racing Laws as made applicable herein. Nothing herein shall otherwise be deemed a prohibition upon or limitation upon tribal operation of a Satellite Wagering Facility by the Tribe or on behalf of the Tribe.
3. REGULATION OF SATELLITE (OFF-TRACK) WAGERING.
- 3.1 Wagering Permitted. The Tribe is entitled to operate a single Satellite Wagering Facility pursuant to this Compact subject to the following terms and conditions:
- a. Unless permitted in accordance with subparagraph c., below, Tribe may conduct Satellite Wagering only on events Simulcast from any Washington State track (whether of a live race, or an authorized Simulcast of an out-of-state signal) on the same terms and conditions permitted any other Satellite Wagering Facility in the State without limitation on the distance such tribal facility is from a live race meet, provided, the Tribe is entitled to receive Simulcast signals from each Washington State track on terms at least as advantageous as those made available by such track to any other satellite facility operated at a track holding a Class A or Class B Washington Horseracing Commission license or at any other facility operated or leased by an entity holding such a license. Negotiations conducted between the Tribe and the track shall cover areas including, but not limited to, the following: percent of handle received; equipment required and who provides such equipment; who provides Wagering Employees; and how and on what schedule funds will be transferred. All wagers accepted at the tribal facility on such events shall be made into the parimutuel pool of the Washington State track which provides the Simulcast signal. Nothing herein shall prohibit assessment by the Tribe of taxes, fees or other charges for wagering conducted at the tribal facility, nor shall the State or any of its political subdivisions be authorized to impose any taxes, fees, charges or assessments upon the Tribe or any person or entity authorized to conduct such activities on behalf of the Tribe for the Satellite Wagering activities regulated hereunder, other than those generally applicable to the parimutuel pool; provided, such taxes, fees, charges or other assessments generally applicable to the parimutuel pool are consistent with the holding of Cabazon Band of Mission Indians, et al. v. Wilson, et al., 23 F.3d 1535 (9th Cir. 1994) and 25 U.S.C. § 2710(d)(4) and consistent with fees or rates applied to other satellite locations.
- b. In the event the Tribe believes it is not offered Simulcast signals from a Washington State track on terms at least as advantageous as those made available by such track to the other Satellite Wagering operators as set forth in subparagraph a., above, the Tribe may request a formal determination from the Commission. The sole issues in such determination will be whether the Washington State track

provides terms to those other Satellite Wagering operators which are more advantageous than those offered to the Tribe and, if so, what terms are less advantageous to the Tribe. Provided, the Commission shall conduct a hearing and render a decision within ninety (90) days after receipt of the request for a determination from the Tribe, and further provided, that if the Commission decision is not rendered within that time, the Tribe is entitled to conduct Satellite Wagering in accordance with the provisions of subparagraph c., below. If the Commission determines that the terms offered the Tribe are less advantageous, the Washington State track shall have thirty (30) days to offer terms that are at least as advantageous to the Tribe, or the Tribe will be entitled to conduct Satellite Wagering in accordance with subparagraph c., below. If the Tribe disputes the determination of the Commission regarding whether the terms offered to the Tribe are less advantageous, the Tribe or State may request arbitration under Section XIII of this Compact.

- c. If, following an adverse determination from the Commission, the Washington State track does not offer the terms identified by the Commission in accordance with subparagraph b., above, the Tribe shall be entitled to negotiate for and receive Simulcast signals from out-of-state races for an equivalent number of races, to be offered within the subsequent twelve (12) month period, on such terms and conditions as it may obtain. Acceptance of signals from out-of-state tracks shall be made in compliance with the Interstate Horseracing Act, 15 U.S.C. § 3001, *et seq.* Nothing in this section (Section 3) shall be deemed to limit acceptance of satellite wagers to the extent permitted under the Interstate Horseracing Act. Consent of the Commission, as required under the Interstate Horseracing Act shall not be unreasonably withheld. For disputes concerning whether the Commission has unreasonably withheld its consent, the Tribe or the State may request arbitration under Section XIII of this Compact.

3.2 Hours of Operation. The wagering authorized in the Tribe's Satellite Wagering Facility shall be conducted within the hours of operation determined by the Tribe. Provided, however, when a track providing a Simulcast to the tribal facility operates outside the Tribe's regularly scheduled hours of operation, then the Satellite Wagering portion of the Class III facility authorized under this Compact may be open to the public during the time the sending track is open to the general public.

3.3 Approval of Facility. Subject to approval of the physical adequacy of the facility, all Tribal Lands are hereby approved as a location for the conduct of Satellite Wagering as permitted under this Compact. The right of the Tribe to conduct Satellite Wagering from a facility at such location shall not be affected by its distance from any live race meet being broadcast to such facility, and statutes and regulations imposing distance limitations on the location of Satellite Wagering Facilities relative to live race meets, including but not limited to RCW 67.16.200(c), shall not be applicable to the Tribe.

- 3.4 Wagering Rules. All of the rules set forth in Chapter 260-48 WAC ("Mutuels") are hereby incorporated by reference as being applicable to any Satellite Wagering Facility authorized hereunder, subject to the following qualifications:
- a. References therein to "racing associations" shall mean the Tribe.
  - b. References therein to "enclosure of any race track" shall mean the Satellite Wagering Facilities authorized hereunder.
  - c. Parimutuel machines shall be locked at the time and by the same means as are applicable to parimutuel machines at other Satellite Wagering Facilities within the State or as otherwise required by the parimutuel pool operator at the host race track or other authorized source, if different therefrom, but in all cases prior to the start of any race for which bets are being accepted.
  - d. References to "the manager of the parimutuel department" shall refer to any person appointed to manage the Satellite Wagering Facility authorized under this Compact.
  - e. The Tribe may accept exotic bets, including but not limited to daily doubles, quinellas, exactas, wagering on "short fields", daily triples, "Pick n", trifectas, and other exotic bets to the extent made available through parimutuel pools by the parimutuel pool operator.
- 3.5 Other Facilities Within Area. In the event the Commission considers allocation of exclusive or limited areas in which Satellite Wagering Facilities may be located, the Commission will give good faith consideration to designating the Nisqually Satellite Wagering Facility as one of those exclusive or limited area Satellite Wagering sites. Notwithstanding the foregoing, the conduct of Satellite Wagering at any other facility, including a live racing facility, in the State shall not affect the right of the Tribe to operate its Satellite Wagering Facility at any time.
- 3.6 Amounts Received by Tribe. The Tribe may receive from parimutuel wagers made at its Satellite Wagering Facility such amounts as may be negotiated between it and the operator of the parimutuel pool (track).
- 3.7 Security Control. The Tribe shall maintain such security controls over any Satellite Wagering Facility authorized hereunder as would be required by the Commission for a comparable facility off Tribal Lands. The Tribe shall remove, deny access to, eject or exclude persons whose presence within such facility would be contrary to the interests of the Tribe or the State in operating an honest, legitimate facility or in meeting the goals and objectives of this Compact or the Act.
- 3.8 Accounting Practices and Audits. Any Satellite Wagering Facility authorized hereunder shall maintain its books and records in accordance with generally accepted accounting principles and such rules and regulations, if any, as are applied to Satellite Wagering Facilities in the State.

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

**APPENDIX D**

**Class III Gaming Station Transfer Agreement**

This Class III Gaming Station Transfer Agreement ("Agreement") is made and entered into between \_\_\_\_\_ ("Transferor"), and \_\_\_\_\_ ("Transferee"), and the State of Washington ("State") for purposes of transferring authority and use of Class III Gaming Stations between Tribes which have entered into Tribal - State Compacts for Class III Gaming with the State and as a Memorandum of Understanding between the State and Tribal parties authorizing and memorializing the transfer.

**AGREEMENT**

1. **TRANSFER.** Transferor hereby transfers and assigns to Transferee, for the Term set forth below, all of Transferor's Class III Gaming Station authority for the use of \_\_\_\_\_ Class III Gaming Stations to which Transferor is now or may hereafter become entitled during the Term of this Agreement.

2. **TERM.** The Term of this agreement, and all rights and authority granted hereby, shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ and shall commence at 12:01 A.M. on the first date entered above and expire 11:59 P.M. on the last date entered above unless other hours are so specified herein.

3. **REPRESENTATIONS AND AGREEMENTS.** Transferor represents and agrees that it is or will become at the commencement of the term of this Agreement, capable and authorized to utilize the number of Class III Gaming Stations noted above, that no other grant or transfer of any rights relative to the number of Class III Gaming Stations which would conflict with the authority transferred hereby has occurred or will occur, and that it fully waives and surrenders the right to utilize the number of Class III Gaming Stations noted above for the term

of this Agreement. Transferee represents and agrees that it is legally authorized to utilize Class III Gaming Stations and is capable and authorized to accept the transfer of authority herein. State represents and agrees that both Transferor and Transferee are authorized under its terms of valid Tribal - State Compacts to utilize Class III Gaming Stations, and, that upon execution of this Agreement by the parties, Transferor and Transferee may effectuate the transfer of authority for the use of the number of Class III Gaming Stations specified for the term of this Agreement.

4. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties as to the legal capabilities and authorizations for the transfer specified herein. No party is relying on any statement, representation or documentation which is not contained or referenced in this Agreement. Transferor and Transferee may enter into separate agreements related to the utilization of Class III Gaming Stations transferred hereby, PROVIDED, that the terms of such separate agreements shall not affect the legal capabilities and authorizations for the transfer specified herein.

IN WITNESS WHEREOF, the parties have duly executed this Class III Gaming Station Transfer Agreement.

Transferee \_\_\_\_\_

Transferor \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**NISQUALLY INDIAN TRIBE  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX E  
LIMITATIONS ON WAGERS, CREDIT, FACILITIES;  
INCREASING PROBLEM GAMING RESOURCES AND CONTRIBUTIONS**

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1. Conditions and Limitations

This Appendix contains the concessions, limitations, and agreement of the Tribe and State with respect to the subject matter addressed herein. However, Compact provisions that are not addressed in this Appendix remain in full force and effect, unless and until they are subsequently amended pursuant to the processes set forth in the Compact.

The Tribe and State agree that, although the Compact and its appendices become effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B), the implementation of Appendix E shall be delayed until any of the provisions herein are implemented by the Tribe.

All terms not defined herein shall have the same definitions as in the Tribe's Compact and its amendments and appendices.

2. High Limit Room

2.1. "High Limit Room" means a clearly identified area of the Gaming Facility separated by a permanent, physical barrier or a separate room in the Gaming Facility with an entrance of a size approved by the Tribal Gaming Agency and the State Gaming Agency and with wager limits higher than those provided in Section III(J) of the Compact, subject to the requirements and limitations of this Appendix. "Permanent, physical barrier" includes a partial wall, fence or similar separation. Stanchions or similar movable barriers are not considered a permanent, physical barrier.

2.2. The Gaming Operation may offer wager limits in the High Limit Room up to one thousand dollars (\$1000) and may offer wager limits at "Restricted Access Tables" in the High Limit Room not to exceed five thousand dollars (\$5,000).

Restricted Access Tables shall be limited to customers pre-screened by the Gaming Operation. The pre-screening qualifications and screening process, and how often the Gaming Operation will review qualifications after the initial pre-screen, will be set forth in a Memorandum of Understanding agreed upon by the State Gaming Agency and the Tribe.

2.3. No customers may participate in Gaming at Gaming Stations in the High Limit Room if they are known to the Gaming Operation to have a history of problem gambling, barred for self-exclusion or identified as demonstrating significant characteristics associated with problem gambling by the Gaming Operation.

- 2.4. The Gaming Operation must follow the requirements of Title 31 U.S.C. as applicable.
3. High Limit Pits
- 3.1. "High Limit Pit" means a designated Pit in the Gaming Facility separated by a movable or non-movable barrier, such as stanchions or partial wall, and is prominently labeled with signage designating the area as a High Limit Pit with wager limits higher than those provided in Section III(J) of the Compact, subject to the requirements and limitations of this Appendix.
- 3.2. The Gaming Operation may offer Gaming Station wager limits not to exceed one thousand dollars (\$1,000) in the Gaming Facility's High Limit Pits.
- 3.3. No customers may participate in Gaming in a High Limit Pit if they are known to the Gaming Operation to have a history of problem gambling, barred for self-exclusion or identified as demonstrating significant characteristics associated with problem gambling, by the Gaming Operation.
- 3.4. The Gaming Operation must follow the requirements of Title 31 (money laundering) as applicable.
4. Extension of Credit
- 4.1. Notwithstanding Section III(G) of the Compact, the Gaming Operation may extend credit to qualified patrons who meet the criteria set forth in a Memorandum of Understanding ("MOU"), as may be amended from time to time, between the State Gaming Agency and the Tribe. At a minimum, the MOU criteria must specify:
- (1) All patrons requesting credit are required to submit a complete tribal credit application and be provided problem gambling information;
  - (2) The minimum and maximum amount any patron can request;
  - (3) The process for review and verification of the credit application. The review process shall include, at a minimum, proof of identity, obtaining a credit report, gaming report unless this is the first casino credit for the patron (from Central Credit Inc. or similar provider that provides information on the patron's prior casino credit), and bank verification of accounts;



- (4) When a patron's credit application will be reviewed after initial application and preapproval;
- (5) How each patron's credit application information is kept confidential and secure from unauthorized access, including who is authorized to access the credit application information;
- (6) Information about patrons requesting credit are not shared or used for marketing or promotional purposes with entities outside the Gaming Operation;
- (7) How the preapproval amount is determined to be consistent with their credit report the preapproval amount is documented, and the patron is notified;
- (8) The preapproval is granted by an employee that is independent of the patron; and
- (9) The repayment and debt collection requirements and notification includes:
  - a) Repayment timeframes not to exceed ninety (90) days from the day of extension of credit.
  - b) Any late payment fees, penalties, interest charges, or similar fees or charges, settlement process and reports, and prohibition of further credit extension with an unpaid balance.
  - c) Following applicable federal debt collection laws.

4.2. The Tribal Gaming Agency shall forward to the State Gaming Agency a copy of approved procedures, and any changes to those procedures for review and concurrence prior to implementation per Section X of the Compact.

5. Wagering Limits – Player Terminals.

5.1. Section 3.2.1(b) of Appendix X2 is amended as to read as follows:

All Scratch Tickets in a particular Game Set shall be of the same purchase price. The purchase price for a single ticket may not exceed \$30.00, provided that tickets with a purchase price over \$20.00 must have a minimum wager of no less than \$5.00 and the minimum and maximum wagers must be visibly

displayed on such machines. A single Ticket may offer an opportunity to enter another Game Set.

5.2 Section 4.1.4 of Appendix X2 is amended as to read as follows:

Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed ~~\$20.00~~ \$30.00. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

5.3 Section 7.1.10(b) of Appendix X2 "The percentage of Player Terminals offering wagers between \$5.01 and \$20." is stricken.

6. Facility Limits – Gaming Stations and Player Terminals.

6.1. If this Appendix is implemented, the maximum number of Class III Gaming Stations within the Gaming Facilities combined shall not exceed a total of one hundred twenty-five (125) Gaming Stations. The Tribe, in its sole discretion, shall determine the allocation of the 125 Gaming Stations between the Gaming Facilities.

(1) At the option of the Tribe, one (1) additional Gaming Station ("the nonprofit station") for every twenty-five (25) Gaming Stations allowed in a Gaming Facility. The proceeds from all nonprofit stations shall be dedicated to support nonprofit and charitable organizations and their activities located within Thurston County or the State of Washington. For purposes of determining "proceeds" from a nonprofit station only, proceeds shall mean the pro rata Net Win of the nonprofit station. The Gaming Code shall require regulations to be adopted concerning the types of bona fide nonprofit and charitable organizations or types of projects of such organizations that shall be supported by a nonprofit station.

(2) The Tribe is required to obtain transfers of a Class III Gaming Station authorization from another tribe which has entered into a compact with the State for the use of Class III Gaming Stations, as defined in this Compact for any Class III Gaming Stations, except for nonprofit stations, beyond sixty (60) in total for all Gaming Facilities. The transfer of Class III Gaming Station authorization from another tribe shall be effectuated through the use of a "Class III Gaming Station Transfer Agreement" substantially in the form appended hereto as Appendix D of this Compact.

- (3) No more than thirty (30) of the maximum number of one-hundred twenty-five (125) Gaming Stations authorized above may be operated with wager limits greater than \$500 in the High Limit Room and High Limit Pit areas combined; however, the combined number of Gaming Stations with wager limits greater than \$500 in operation in the High Limit Room and High Limit Pits cannot exceed 25% of the total Gaming Stations in operation within a Gaming Facility.

6.2. Section 12.2.1 of Appendix X2 is amended to read as follows:

Subject to Section 12.4 below, the Tribe may operate no more than ~~2,500~~ 3,000 Player Terminals per facility ("Facility Limit"), and no more than a combined Player Terminal total ("Total Operating Ceiling") of 3,000 Player Terminals in its Gaming Facilities. It is also agreed that upon the effective date of this Appendix, the Total Operating Ceiling for the Muckleshoot Tribe, Tulalip Tribes, and Puyallup Tribe shall be 3,500 for each of those three tribes until the third anniversary of the effective date of this Appendix, at which time it shall increase to 4,000 for each of those same three tribes. It is further agreed that the Tribe shall not be entitled as a matter of right to an increase in its Total Operating Ceiling based on the fact that the Muckleshoot Tribe, the Tulalip Tribes, and the Puyallup Tribe are entitled under this Appendix to operate up to the separate, higher Total Operating Ceiling(s) established specifically for them in this Appendix.

7. Contributions.

In order to provide for impacts to local community services that may arise as a result of the Gaming authorized under the Compact and this Appendix E, the Tribe agrees to begin accruing funds at the new rates upon the effective date of this Appendix and make payments as specified below when this Appendix is implemented as provided in Section 1 above.

7.1. Section 14.6.1 of Appendix X2, is amended to read as follows:

Except in Sections 14.2 and 14.4, as used in section 14, the term "net win" shall mean the total amount of Tribal Lottery System revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts paid to winners), ~~less any cost of developing, licensing, or otherwise obtaining the use of the Tribal Lottery System~~. In Sections 14.2 and 14.4, the term "net win" shall mean the total amount of Class III gaming revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or

played and the amounts paid to winners) ~~less any cost of developing, licensing, or otherwise obtaining the use of the Class III games;~~

- 7.2. Section 14.4 of Appendix X2, as previously amended, is amended to read as follows:

Problem Gambling. ~~Thirteen one-hundredths of one percent (0.13%)~~ Two tenths of one percent (0.2%) of the net win derived from all Class III gaming activities, determined on an annual basis, shall be dedicated to problem gambling education, awareness, and treatment for all citizens in the State of Washington. Contributions shall be made to governmental or charitable and/or non-profit organizations, which may include the ~~Department of Social and Health Services' Division of Alcohol and Substance Abuse (DSHS/DASA)~~ Health Care Authority's Division of Behavioral Health and Recovery or successor agency, with expertise in providing counseling, intervention, treatment, research, or other services for problem gambling. The ~~0.13~~ 0.2 percent of net win shall be paid annually, commencing with the conclusion of the Tribe's first full fiscal year following the date upon which this Appendix becomes effective, and shall be paid annually within one year of the close of the Tribe's fiscal year.

- 7.3. Section 14.2 of Appendix X2 is amended to read as follows:

Charitable Donations. One-half of one percent (0.5%) of the Net Win derived from ~~Tribal Lottery System~~ all Class III Gaming activities, determined on an annual basis using the Tribe's fiscal year, shall be donated to non-tribal bona fide non-profit and charitable organization registered with the Secretary of State to provide services in of the State of Washington.

- 7.4. Community Contributions withholding and disbursement amounts are as follows:
- (1) The Tribe agrees to withhold and disburse up to three fourths of one percent (0.75%) of the Net Win from Gaming Stations within the Gaming Facilities, for the Impact Mitigation Fund. Except as otherwise provided in Appendix X2, Section 14.1, no Tribal Lottery System activity revenues, proceeds from a nonprofit station as authorized under Section 6.1 above, or revenues from activities that do not constitute Class III Gaming, such as, but not limited to, food, beverage, wholesale or retail sales, shall be included, or otherwise considered with respect to the withholding and disbursement provided for in this section.

- (2) Appendix X2 Section 14.1 is amended as follows:  
14.1 Impact Costs. Up to ~~one-half of one percent (0.5%)~~ three fourths of one percent (0.75%) of the net win derived from Tribal Lottery System activities, determined on an annual basis using the Tribe's fiscal year, shall be added to any amounts payable and distributable from other Class III activities under the Compact in order to meet community impacts, to the extent such Compact amounts are insufficient to meet actual and demonstrated impact costs.

8. Problem, Pathological, and Responsible Gambling Programs

- 8.1. If not already implemented, the Tribe agrees to establish an education and awareness program for Tribal Lands and surrounding communities as required in Compact Section VIII.F(1).
- 8.2. The Tribe and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Tribe and of the State. As part of that responsibility, the Tribe agrees to:
- (1) Create and maintain a responsible gambling policy that addresses at least the following areas:
    - a) Annual training and education for all Gaming Employees to cover such topics as how to identify problem gamblers, how to provide assistance when asked, underage prevention, and unattended children;
    - b) Self-exclusion, to cover such topics as the receipt of marketing materials and access into the facility; self-restriction, to cover such topics as setting limits on spending, time, and check cashing limits (which could be done through the player tracking systems); and
  - (2) Resources, to include such topics as posting hot line numbers, signage, educational brochures and materials on how to seek treatment.
  - (3) Within 5 years, or as soon as feasible thereafter, include in the Tribe's education and awareness program an interactive responsible gambling application or program for players; such gambling application or program may be separate and need not be integrated into the authorized Class III Gaming Activities and other Gaming Activities.

9. Moratorium

The Tribe agrees to seek no additional amendments to this Appendix with respect to the subject matter of increased wager limits and per facility limits prior to May 1, 2022, or six (6) months after the Problem Gambling Legislative Task Force Final Report is finalized, whichever is later (the “Moratorium”), except in the following circumstances:

- 9.1. Federal or State law, whether by statute, rule, regulation or other action that impacts Washington State, is amended to increase any limitations above those included in this Appendix;
- 9.2. A State or Federal Court within the State of Washington or a Federal Court interpreting the laws of the State of Washington issues a final and unappealable decision permitting increased limitations above those included in this Appendix; or
- 9.3. Any other tribe located in the State of Washington obtains through a Compact amendment, approved by the Secretary of the Interior, materially different concessions, limitations, and agreements than those outlined in this Appendix. The State and Tribe agree to incorporate into this Compact all provisions of the other tribe’s amendment and such agreement will be documented in a Memorandum of Incorporation.

**NISQUALLY INDIAN TRIBE  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX S  
Rules Governing Sports Wagering**

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**CLASS III GAMING COMPACT  
APPENDIX S  
Rules Governing Sports Wagering**

STATEMENT OF CONDITIONS AND LIMITATIONS

The Nisqually Indian Tribe (Tribe) and the State of Washington (State) believe that conducting Class III gaming under the terms, limitations, and conditions set forth below will benefit the Tribe and the State, will be fair and protect the members of the Tribe and the other citizens of the State, and is consistent with the objectives of the federal Indian Gaming Regulatory Act. The parties have agreed upon conditions of the terms, provisions, and limitations contained in this Appendix S.

To the extent they do not conflict with the provisions of this Appendix S, Compact and applicable Appendices apply. Compact provisions that are not addressed in this Appendix remain in full force and effect, unless and until they are subsequently amended pursuant to the processes set forth in the Compact.

This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to operate or participate in Sports Wagering.

1 INTRODUCTION

1.1 Definitions

The following definitions apply to this Appendix. Any capitalized term used but not defined herein, to the extent they do not conflict, shall have the same meaning as in the Compact and Appendices.

**“Authorized Sports Wagering Menu”** means the official list of leagues, organizations, and types of wagers for Sports Wagering. This list will be updated as leagues, organizations, or types of wagers are approved, or removed, and published on the State Gaming Agency website.

**“Cloud Storage”** means data which is stored on remote servers accessed from the internet that meet storage and security standards from Center for Internet Security (CIS) as they currently exist or may be amended in the future.

**“Collegiate Sport Event”** or **“Collegiate Athletic Event”** means a sport or athletic event offered or sponsored by, or played in connection with, a public or private institution that



offers education services beyond the secondary level, other than such an institution that is located within the state of Washington.

**“Component”** means hardware, software, data networks, mobile application, or similar equipment used to facilitate Sports Wagering. Component does not include a personal computer, mobile phone, or other device that is owned and used by an individual to place a wager.

**“Esports”** means a video game competition in which players and teams compete against each other.

**“Esports Event”** or **“Electronic Event”** means a live event or tournament attended or watched by members of the public where games or matches are contested in real time by players and teams and players or teams can win a prize based on their performance in the live event or tournament.

**“Geofence”** means a virtual geographic boundary that enables software or other technology as developed to detect when a Mobile Device enters or leaves the designated area that allows a patron to place a wager.

**“Integrity Monitoring Provider”** (IMP) means an independent organization licensed to receive reports of Unusual Wagering Activity from a Sports Wagering Operation for the purpose of assisting in identifying Suspicious Wagering Activity.

**“Layoff Wager”** means when a Sports Wagering Operation places or accepts a Wager with another Class III tribal Sports Wagering Operation in Washington State in order to reduce the liability on a certain game or to simply balance out the action.

**“Minor League”** means a lower professional league or division within a sport, such as baseball or hockey, where a professional team has the exclusive contractual rights to promote and relegate players.

**“Mobile Device”** means a piece of personal portable electronic equipment used in Mobile Sports Wagering, for example a smartphone.

**“Mobile Sports Wagering”** means any Sports Wagering on a platform that is deployed and accessed through the internet or an application installed on a Mobile Device.

**“Parlay Wager”** means a Bet where the patron must choose the winners of multiple games, often single game outcomes against the point spread, and correctly pick all winning teams to win the bet. If a person loses any of the individual games, he loses the Parlay Wager.

**“Personally Indentifiable Information”** or **“PII”** means any information that, when used alone or with other relevant data, can identify an individual.

**“Premises”** means the buildings that comprise a Gaming Facility and adjacent or adjoining amenities, such as hotel(s), restaurants, conference or entertainment spaces, common areas, parking lots, garages, and other improved areas, that are within Nisqually Tribal Lands, and does not include non-adjointing convenience stores or golf courses.

**“Professional Sport Event”** or **“Professional Athletic Event”** means an event that is not a collegiate sport or athletic event at which two or more persons participate in sports or athletic events and receive compensation in excess of actual expenses for their participation in the event. Professional Sport Event or Professional Athletic Event does not include any Minor League sport.

**“Prohibited Sports Betting Participant”** means any person whose participation may undermine the integrity of the betting or the sports event, or any person who is prohibited for other good cause as further described in this Appendix.

**“Sports Governing Body”** means an organization or league that prescribes final rules and enforces codes of conduct with respect to a specific sporting event and participants therein.

**“Sports Wagering”** means the business of accepting wagers on any of the following sporting events, athletic events, or competitions as defined herein by any system or method of wagering:

- (i) A Professional Sport or Athletic Event;
- (ii) A Collegiate Sport or Athletic Event;
- (iii) An Olympic or international sports competition or event;
- (iv) An electronic sports or Esports competition or event (Electronic Event or Esport Event);
- (v) A combination of sporting events, athletic events, or competitions listed in (i) through (iv) of this provision; or
- (vi) A portion of any sporting event, athletic event, or competition listed in (i) through (iv).

Sports Wagering does not include the business of accepting wagers on horse racing authorized pursuant to RCW 67.16.

**“Sports Wagering Account”** means an electronic account that may be established by a patron for the purpose of Mobile Sports Wagering, including deposits, withdrawals, wagered amounts, payouts on winning wagers, or similar adjustments.

**“Sport Wagering Kiosk”** means a self-service automated device used by patrons to make wagers on sporting events, obtain betting information, redeem sports betting vouchers and betting tickets, and any other automated functions, as controlled by this Appendix.

**“Sports Wagering Net Win”** means the total amount wagered or played less the amounts repaid to winners. The amount of wagers placed by a Sports Wagering Operation and amounts received by the Sports Wagering Operation as payments on Layoff Wagers shall also not affect the computation of gross gaming revenue.

**“Sports Wagering Operation”** means the organization/vendor or department that manages wagers/bets placed on approved sports events through any approved system or method of betting onsite or through mobile applications.

**“Sports Wagering System”** means any combination of Components and communications used to manage, administer, or control Sports Wagering that comprise the system used for the purpose of offering Sports Wagering by electronic means, including, but not limited to: (1) sports betting interactive Components that comprise the sports betting platform used in a Sportsbook or used for Mobile Sports Wagering through mobile applications accessed via a Mobile Device, (2) Sports Wagering Kiosks, and (3) ticket or voucher redemption devices. Sports Wagering equipment does not include any Mobile Device owned and used by a patron to place a Wager.

**“Sports Wagering Vendor”** means an organization that provides any gaming goods or services to the Tribe directly or indirectly in connection with the operation of Sports Wagering and/or affects the conduct of Sports Wagering.

**“Sportsbook”** means designated areas within the Gaming Facility where a patron can Wager on various approved sports competitions.

**“Suspicious Wagering Activity”** means Unusual Wagering Activity that cannot be explained and is indicative of match fixing, manipulation of an event, misuse of inside information, or other activity prohibited by federal, state, tribal, or local law.

**"Unusual Wagering Activity"** means abnormal betting or pattern of behavior exhibited by one or more patrons and deemed by the Sports Wagering Operation as a potential indicator of suspicious activity. Abnormal betting activity may include, but is not limited to, the size of a patron's Wager or increased betting volume on a particular event or Wager type and/or other deviations readily apparent based on prior betting history.

**"Wager"** or **"Bet"** means Cash or Cash Equivalent that is deposited and risked on an uncertain outcome of a sporting event or contest. It is a contract or agreement between two parties that a payout "will" occur after the event.

1.2 Intent

This Appendix is not intended to change the existing government-to-government relationship governed under the existing Compact or expand or diminish either party's regulatory authority or responsibility. It is the intent of the parties, for the Tribe to operate Sports Wagering that will enhance the Tribe's existing Gaming Operations and draw customers into regulated Sports Wagering and away from illegal sports betting. Tribes in Washington State have more than twenty years' experience with, and a proven track record of, successfully operating Gaming in accordance with their Compacts. Tribes in Washington and the State Gaming Agency have a proven track record of successful regulation of Gaming in accordance with respective Compacts. Sports Wagering must be fair, secure, auditable, and maintain the highest integrity to ensure public confidence. Sports Wagering will further assist in the mitigation of problem gambling through ongoing/continuing awareness, education, and treatment and implementation of a responsible gaming program.

Sports Wagering is unique from other authorized activities in the Compact because it provides patrons the opportunity to place a contract type Wager on an authorized sporting event which is not under the control of the Tribe, Gaming Facility, or patron, and winning Wagers are paid based on the odds stated at the time the Wager was placed. Payout odds for Sports Wagering are based on many different and complex factors which may change frequently and with each Wager placed.

The Tribe and the State agree that Sports Wagering, by the nature of the activity, may be at risk of being used by criminals or criminal enterprises as a mechanism to launder illicit proceeds. It is the interest of both sovereign governments to discourage the laundering of ill-gotten gains through legalized Sports Wagering.

The Tribe and State agree that identifying patrons prior to engaging in Sports Wagering activity discourages the laundering of illicit proceeds, and the retention of, and access to, transactional data will assist both the Tribal Gaming Agency and the State Gaming Agency in future investigations.

Both the State and Tribe recognize that cooperation and sharing of information preserves the integrity of Sports Wagering. The State recognizes the Tribe's unique ability to observe and report on such activities as they may occur within the boundaries of their Tribal Lands. The Tribe recognizes the State's unique ability to observe and report on such activities as they may occur within the boundaries of the State. Therefore, the Tribe and State agree to share information about significant events that reflect on the conduct of Sports Wagering to keep informed of such events in this highly regulated environment.

Sports Wagering conducted under this Appendix S is authorized bookmaking and is not subject to civil or criminal penalties under RCW 9.46.

Gambling information transmitted over the internet for any Sports Wagering conducted and operated under this Appendix S is authorized, provided that the Wager may be placed and accepted within the Premises pursuant to the terms of this Appendix. Mobile Sports Wagering does not constitute online gambling when operated within the limitations of this Appendix and restrictions and requirements of the Federal Wire Act, 18 U.S.C. § 1084, as now or hereafter amended.

## 2 LOCATION OF SPORT WAGERING

- 2.1 The Sportsbook must be located within a Gaming Facility.
- 2.2 The Sports Wagering System servers or other equipment used for Sports Wagering must be located within a Gaming Facility.
- 2.3 Cloud Storage may be used for duplicate or backup data. Any Cloud Storage facilities must be located in Washington State.
- 2.4 All Mobile Sports Wagering must occur within the Premises, will be operated pursuant to this Appendix, and within the Geofenced permitted boundary.
- 2.5 The Tribe shall provide a layout map of where Sports Wagering will occur through a Sportsbook and Mobile Sports Wagering, including areas to be Geofenced, to the State Gaming Agency for concurrence at least thirty (30) days prior to the scheduled opening to the public. Expansions or substantial changes to the original layout map will be submitted

thirty (30) days prior to being implemented. If the State takes no action within the thirty (30) days, the Tribe may implement the proposed layout map. The thirty (30) day period shall be extended for the first nine (9) months after the effective date of this Appendix and, during that first nine (9) month period, the proposed layout map shall only be deemed approved if no action is taken within sixty (60) days.

2.6 Pre-Operational Inspection for New Sports Wagering Location or Expansion of Sports Wagering Location.

Verification that the Compact and Gaming Code requirements have been met for any new or additional Sportsbook or Mobile Sports Wagering location/area, or for expansion of an existing Sportsbook or Mobile Sports Wagering location, shall be made by the Tribal Gaming Agency and State Gaming Agency, through a joint pre-operation inspection scheduled at least thirty (30) days prior to the scheduled opening to the public. If the Sports Wagering location fails to meet such requirements, the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Tribe and the manager, if any, within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Sports Wagering location meets the requirements, the agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the Gaming Agencies within sixty (60) days, the parties may seek resolution pursuant to Section XIII of this Compact.

3 PERSONNEL ASSIGNED TO THE OPERATION AND CONDUCT OF SPORTS WAGERING

The Internal Controls for the Sports Wagering Operation shall include position descriptions of all employees involved in the Sports Wagering Operations. The Gaming Facility's organization chart will include Sports Wagering Operations structure.

4 SPORTS WAGERING LICENSING AND CERTIFICATION

The Tribe and State will continue sharing information about significant licensing and certification matters that reflect on the conduct of Sports Wagering so that either party is informed of such events in this highly regulated environment.

The State recognizes the Tribe has conducted suitability investigations of Class III Gaming Employees for many years, and the Tribe is the primary investigative authority for these suitability investigations. The State Gaming Agency strengthens the Tribal suitability determinations with its lawful authority to conduct criminal history record investigations.

The Tribe recognizes that the State Gaming Agency has been conducting background investigations of Gaming vendors and vendor representatives since its formation in 1973 in accordance with RCW 9.46.010 and 9.46.070. The State Gaming Agency conducts such investigations in an efficient but thorough manner. The State Gaming Agency recognizes that each vendor is different and that each investigation will be tailored to each individual vendor. Various factors can influence each investigation. Examples include but are not limited to: 1) The application is incomplete, inaccurate or intentionally misleading; 2) The applicant is evasive or nonresponsive; 3) The applicant is not timely in providing information; and 4) The applicant's business operations change during the application process.

- 4.1 Applicability of Compact Provisions for Gaming Employees. All Gaming Employees will be licensed and certified, determined eligible or registered in accordance with Compact Section V and Section VI.
- 4.2 Applicability of Compact Provisions for Manufacturers and Suppliers of Gaming Services and Financiers. All manufacturers and suppliers of Gaming Services and Financiers not expressly identified in this Appendix will be licensed and certified in accordance with Compact Section V, Section VI and Section VII.
- 4.3 Sports Wagering Vendor Licensing and Certification Provisions. Section V and Section VI of the Compact will also apply to this Appendix for Sports Wagering Vendors, as applicable.
- 4.4 Licensure and Certification of Sports Wagering Vendors.

Each Sports Wagering Vendor must be licensed by the Tribal Gaming Agency and certified by the State Gaming Agency prior to the sale or delivery of any Sports Wagering System goods or Sports Wagering services to the Tribe. If a Sports Wagering Vendor is certified by the State Gaming Agency to supply Sports Wagering System goods or Sports Wagering services to any other tribe in Washington State, it shall be deemed certified to supply the same goods or services to the Tribe for the purposes of this Appendix. Vendors who provide goods or services that are used primarily for purposes other than Sports Wagering, such as monitors and computer operating systems, and are not identified under a definition in this appendix or Compact, are not required to be certified by the State Gaming Agency.

  - 4.4.1 Major Sports Wagering Vendor. Any person or entity that provides goods or services integral to Sports Wagering must be licensed as a Major Sports Wagering

Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. The following vendors are integral to Sports Wagering:

- 4.4.1.1 Manager of the Tribe's Sports Wagering activities pursuant to an agreement approved by the National Indian Gaming Commission;
- 4.4.1.2 When the Tribe manages its own Sports Wagering activities, the Tribe's primary consultant who provides substantial Sports Wagering related services;
- 4.4.1.3 Any manufacturer or distributor of Sports Wagering Equipment;
- 4.4.1.4 Provider of book-making services; or
- 4.4.1.5 Provider of Sports Wagering risk management services.

4.4.2 Mid-Level Sports Wagering Vendor. Any entity that provides security or integrity services directly related to Sports Wagering must be licensed as a Mid-Level Sports Wagering Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. For the purpose of this subsection, security or integrity services include the following:

- 4.4.2.1 Integrity monitoring services;
- 4.4.2.2 Services related to compilation, furnishing, or storage of official data for use in Sports Wagering;
- 4.4.2.3 System security testing or certification services related to initial or annual testing or assessment of the Sports Wagering System security;
- 4.4.2.4 Services related to the creation and maintenance of a Geofence to ensure that wagers are placed within the Premises;
- 4.4.2.5 Sports Wagering Account management services, including Software-as-a-Service (SaaS); or
- 4.4.2.6 Similar Sports Wagering services.

4.4.3 Ancillary Sports Wagering Vendors. Any entity that provides necessary support services that contribute to Sports Wagering must be licensed as an Ancillary Sports Wagering Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. For the purpose of this subsection, support services include the following:

- 4.4.3.1 Services related to the offering of mobile payment processing for use in Mobile Sports Wagering;
- 4.4.3.2 Know your customer services for use in Mobile Sports Wagering;
- 4.4.3.3 Marketing services in which compensation for such services is, by contract, determined by the Tribe's Sports Wagering revenue; or



4.4.3.4 Similar Sports Wagering support services.

4.4.4 Sports Wagering Vendor representatives. Any individual who sells, markets, represents, services, or otherwise works for a Sports Wagering Vendor.

4.5 Fees for Sports Wagering Vendors

The fees for initial and renewal State certification shall be determined pursuant to Washington Administrative Code (WAC) Title 230 for Sports Wagering Vendors and their representatives. Provided, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning the investigation for the issuance of State Certification. The State Gaming Agency may modify any of the above by giving the Tribe sixty (60) days' notice of intent to modify fees. Should a dispute arise under this Section it shall be resolved pursuant to Section XIII of this Compact.

5 RESERVE REQUIREMENTS

In addition to the minimum bankroll required by Compact Appendix A, each Sports Wagering Operation must have the ability to cover all outstanding Sports Wagering liabilities.

6 HOUSE RULES AND POSTING REQUIREMENTS

6.1 Sports Wagering Operation Rules.

The Sports Wagering Operation shall submit house rules governing wagering transactions with patrons in accordance with Compact Section X. At a minimum the rules must specify:

- 6.1.1 Types of wagers accepted;
- 6.1.2 How patrons will be notified of odds or line changes;
- 6.1.3 The effect of event schedule changes;
- 6.1.4 How and when wagers may be cancelled or voided;
- 6.1.5 What occurs when an event or market is cancelled, including the handling of wagers with multiple wagers;
- 6.1.6 How winning wagers will be paid on events, such as parlays, where one or more of these legs are cancelled. If a single event or market is cancelled for any reason, all wagers are to be refunded in full as soon as reasonably possible.
- 6.1.7 How to redeem winning wagers;
- 6.1.8 Expiration period for winning wagers;
- 6.1.9 Amounts to be paid on winning;
- 6.1.10 Description of Prohibited Sports Betting Participants;
- 6.1.11 Explanation of the lost/destroyed ticket policy;
- 6.1.12 How to redeem winning tickets by mail;

6.1.13 Maximum payouts; however, such limits shall only be established through limiting the amount wagered and cannot be applied to reduce a winning Wager amount.

#### 6.2 Posting Locations

In addition to the submission and posting requirements in the Compact Section X, the house rules, including the terms and conditions of the Sports Wagering Account, shall be made available at the Gaming Facility or through the Sports Wagering System.

#### 6.3 Additional Posting

All available wagers shall be displayed in a manner visible to the public and the Closed Surveillance System. The display shall include the event number, odds, and a brief description of the event. A Sports Wagering Operation may not accept wagers on a sporting event unless the wagering proposition is posted. Propositions may be posted by electronic or manual means including printed media.

### 7 PROCEDURES FOR OPENING AND CLOSING BETTING WINDOWS

Sportsbook window banks shall be used for the purpose of facilitating Sports Wagering transactions. The Cashier's Cage may also be used for redemption of winning Wagers. The Internal Controls will have detailed procedures detailing the opening and closing procedures, which will be as stringent as the requirements of Appendix A, Accounting Controls Within the Cashier's Cage, where applicable. The Internal Controls will also include bank check-out and check-in procedures, required documentation, reconciliation procedures, dual verification, variance procedures, and supervisory responsibilities. Unresolved variances will be detailed in writing and include date, shift, window number, Ticket Writer, supervisor, amount of discrepancy, and variance amount where the Tribal Gaming Agency will be notified.

### 8 SPORTS WAGERING SYSTEM REQUIREMENTS

#### 8.1 System Requirements.

The Sports Wagering System must meet or exceed Gaming Laboratories International's GLI-33: Standards for Event Wagering Systems, and its appendices, as amended or modified (GLI-33), or equivalent standards, and the standards established by this Appendix and set forth in the Internal Controls. In general the Sports Wagering System risk management framework includes, but is not limited to:

- 8.1.1 User access controls for all Gaming Employees;
- 8.1.2 Information regarding segregation of duties;
- 8.1.3 Information regarding automated risk-management procedures;
- 8.1.4 Information regarding identifying and reporting fraud and suspicious activity;
- 8.1.5 Controls for ensuring regulatory compliance;
- 8.1.6 A description of AML compliance standards;

- 8.1.7 A description of all software applications that comprise the system;
  - 8.1.8 A description of all types of wagers available to be offered by the system;
  - 8.1.9 A description of all types of third-party systems proposed for utilization;
  - 8.1.10 A description of the method proposed by the Sports Wagering Operations to prevent acceptance of any Wager upon an event whose outcome has already been determined (past posting); and
  - 8.1.11 A description of all the reports available on the system.
- 8.2 Future technology. Future technology may be considered if the following is met:
- 8.2.1 Proposals for technologies not specifically authorized in the compact may be reviewed on a case-by-case basis at the sole discretion of the Tribe/Tribal Gaming Agency and State Gaming Agency.
  - 8.2.2 As technology changes after the Sports Wagering Systems have been developed, the vendor shall submit for review and consideration to the testing standards for any new technology utilized.
  - 8.2.3 The vendor must demonstrate in writing how the proposed technology will protect, maintain, or enhance current integrity and security standards in the compact or this Appendix.
- 8.3 Backup, Data Retention, and Cloud Storage Requirements
- 8.3.1 The Sports Wagering Operation will submit detailed Internal Controls for Cloud Storage/backup data prior to the implementation of Cloud Storage.
  - 8.3.2 Data necessary to audit compliance with the standards set forth in this Appendix shall be retained on the Sports Wagering System server for a minimum of 12 months. A duplicate backup must also be maintained, in Cloud Storage or in a location other than where the physical Sports Wagering System servers reside for a minimum of 12 months.
- 8.4 A Sports Wagering System shall have controls in place to review the accuracy and timeliness of any data feeds used to offer or settle wagers. In the event that an incident or error occurs that results in a loss of communication with data feeds used to offer or redeem wagers, such error shall be recorded in a log capturing the date and time of the error, the nature of the error and a description of its impact on the system's performance. Such information shall be maintained for a period of not less than two (2) years.
- 8.5 Security Testing
- 8.5.1 Before beginning operations and annually thereafter, each casino shall perform an annual system integrity, vulnerability and security assessment conducted by an

independent licensed Sports Wagering Vendor selected by the casino. The testing shall be performed pursuant to GLI-33 standard.

8.5.2 The independent professional's report on the assessment shall be submitted to the Tribal Gaming Agency and State Gaming Agency annually. The report shall include, at a minimum, the:

8.5.2.1 Scope of review;

8.5.2.2 Name and company affiliation of any individual who conducted the assessment;

8.5.2.3 Date of assessment;

8.5.2.4 Findings;

8.5.2.5 Recommended corrective action, if any; and

8.5.2.6 Casino's response to the findings and recommended corrective action.

## 8.6 System Reports

8.6.1 Required Reports. In addition to the reports in GLI-33, the Sports Wagering System must be capable of generating those reports necessary to record the Sports Wagering Net Win, wagering liability, ticket redemption, and such other information relating to Sports Wagering as deemed necessary by the Tribal or State Gaming Agencies or as required by Internal Controls. These reports will include, but are not limited to: (1) Gaming Operation Revenue reports; (2) Gaming Operation Liability reports; (3) Future Events reports; (4) Significant Events and Alterations reports; (5) Wager Record Information reports; (6) Market Information reports; (7) Contest/Tournament Information reports; (8) Sports Wagering Account Information reports; (9) Sports Wagering System Information reports; (10) Significant Event Information reports; (11) User Access Information reports; (12) Wagering Device Information reports; (13) Promotion/Bonus Information reports; (14) Event Game Play reports; (15) Expired tickets reports; and (16) any other reports required by the Tribal or State Gaming Agencies.

## 9 GENERAL CONDUCT OF WAGERING

9.1 The Sports Wagering Operation shall only accept wagers on sports events and other events for which:

9.1.1 The outcome can be verified;

9.1.2 The outcome can be generated by a reliable and independent process;

9.1.3 The outcome is not affected by any Wager placed; and

9.1.4 The event is conducted in conformity with all applicable sections of this Appendix.

- 9.2 Any Wager placed is not transferrable between patrons.
  - 9.2.1 If a Sports Wagering Operation has reason to believe a Wager ticket has been transferred, they shall immediately report it to the Tribal Gaming Agency.
  - 9.2.2 Prior to the redemption of a wager, if Tribal Gaming Agency determines that a Wager ticket has been transferred, then they may cancel that specific wager.
- 9.3 No Gaming Employee of the Sports Wagering Operation shall advise or encourage an individual patron to place a Wager of any specific type, kind, subject, or amount. This restriction does not prohibit general advertising, promotional activities, or answering general questions about wagers.
- 9.4 A Sports Wagering Operation must offer both possible outcomes of any Wager when only two outcomes are possible, including but not limited to:
  - 9.4.1 Any wager, placed before the event has begun, that is based on the final score or final outcome of a contest in which there are only two participating teams or individuals; or
  - 9.4.2 Any Wager on whether a specific individual or team achieves a specific statistical outcome.

#### 10 TYPES OF BETS ALLOWED

- 10.1 To offer a sports league, association, organization, event, or Wager type not included on the Authorized Sports Wagering Menu, a Sports Wagering Operation must submit a complete application to the Tribal Gaming Agency, and the Tribal Gaming Agency must notify the State Gaming Agency at least 5 business days prior to any new scheduled event requested. In limited circumstances Gaming Operations may request a waiver of the five (5) business days. The Tribal Gaming Agency and State Gaming Agency may agree to accept such waiver at their discretion.
  - 10.1.1 The application shall be on a Tribal Gaming Agency prescribed form that:
    - 10.1.1.1 Includes the underlying sport and sports league, association or organization upon which the type of Wager is based;
    - 10.1.1.2 Provides rules for the Wager and demonstrate that the new type of Wager will comply with this Appendix;
  - 10.1.2 The Gaming Operation/Sports Wagering Operation shall comply with Tribal Gaming Agency and State Gaming Agency requests for information; and
  - 10.1.3 Incomplete applications will not be considered until all required information is received.

- 10.2 The State Gaming Agency shall post on their website a list of authorized sports leagues, organizations, and types of wagers.
- 10.2.1 The initial list of authorized wagers can be taken from an approved list, in whole or in part, from mutually agreed upon jurisdictions.
- 10.2.2 For new requests the Tribal Gaming Agency and State Gaming Agency will consider the following factors prior to authorizing any organization, league and/or type of Wager of a sport or athletic event:
- 10.2.2.1 Who is the Sports Governing Body;
- 10.2.2.2 Any relevant information from the Sports Governing Body or conductor of the sports event;
- 10.2.2.3 Whether the outcome is determined solely by chance;
- 10.2.2.4 Whether the outcome can be verified by a reliable and independent process;
- 10.2.2.5 Whether the event generating the outcome is conducted in a manner that ensures sufficient integrity controls exist, so the outcome can be trusted;
- 10.2.2.6 That the outcome is not affected by any Bet placed;
- 10.2.2.7 Whether the event is conducted in conformity with all applicable laws, Compact and this Appendix;
- 10.2.2.8 That the event is conducted in conformity with the Sports Governing Body rules and regulations; and
- 10.2.2.9 Whether the event is offered for wagering in other jurisdictions.
- 10.2.3 Following review and concurrence or denial of the proposed Wager type, the State Gaming Agency will update the Authorized Sports Wagering Menu within five (5) business days.
- 10.2.4 Any Wager types posted on the Authorized Sports Wagering Menu are considered approved for all Sports Wagering Operations. The Gaming Operation will determine the Wagers to be made available at their Premises.
- 10.3 Temporary or Conditional wagers. The Tribal Gaming Agency and State Gaming Agency may conditionally approve a Wager type or the use of a Wager type for a particular sport, league, association or organization, such as establishing a limited trial period for a type of Wager or imposing limits on a particular wager, to protect the wagering public, the integrity of wagers, and the integrity of the sports event upon which a Wager is based.

- 10.4 Denial of wagers. The Tribal Gaming Agency or State Gaming Agency may deny proposed wagering types that directly or indirectly violates any requirement for permissible wagers or that the Tribal Gaming Agency or State Gaming Agency determines to be contrary to public policy.
- 10.5 Rescission of approval. The Tribal Gaming Agency or State Gaming Agency may rescind a wagering type that may directly or indirectly violate any of the provisions of this Appendix or the Tribal Gaming Agency or State Gaming Agency determines to be contrary to public policy.
- 10.6 Disputes will be handled in accordance with dispute resolution Compact Section XIII.

## 11 PROHIBITED BETS

- 11.1 Each Sports Wagering Operation must take steps to prevent the acceptance of prohibited bets as outlined in this section and provide specific details outlining these steps in their Internal Controls.
- 11.2 A Sports Wagering Operation shall not accept any Wager not specifically authorized in the Authorized Sports Wagering Menu.
- 11.3 A Sports Wagering Operation shall adopt procedures to prevent persons who are prohibited from wagering on sports events from doing so.
- 11.4 A Sports Wagering Operation shall make all reasonable efforts to confirm that the patron is not a Prohibited Sports Betting Participant. Prohibited Sports Betting Participant means any person whose participation may undermine the integrity of wagering on a sports event or the conduct of such sports event itself, or any person who is prohibited for other good cause, including, but not limited to:
- 11.4.1 Any individual placing a Wager as an agent or proxy;
  - 11.4.2 Any athlete whose performance may be used to determine, in whole or in part, the outcome of such wagering;
  - 11.4.3 Any person who is an athlete, player, coach, manager, referee or other game official, physician, trainer, team employee or Sports Governing Body employee, in any sports event overseen by such person's Sports Governing Body;
  - 11.4.4 Any person with access to material, exclusive, non-public confidential information about a sports event that is the subject of such wagering;
  - 11.4.5 A person identified to the Tribal Gaming Agency and State Gaming Agency by a Sports Governing Body that the Tribal Gaming Agency and State Gaming Agency agrees is a person who should be a Prohibited Sports Betting Participant;

- 11.4.6 Any person who holds a position of authority or influence sufficient to exert influence over the participants in a sports event that is the subject of a wager;
  - 11.4.7 Any person which the Sports Wagering Operation knows or reasonably should know, is placing a Wager by, or on behalf of a Prohibited Sports Betting Participant; or
  - 11.4.8 Any person on the barring list, self-exclusion list or otherwise prohibited from Sports Wagering.
- 11.5 Sports Wagering may not be conducted on a Collegiate Sport Event or Collegiate Athletic Event involving a collegiate institution that is located within the state of Washington.
- 11.6 Sports Wagering may not be conducted on any Minor League Sport.
- 11.7 Sports Wagering may not be conducted on any high school sport event, high school athletic event, equivalent level club event, specialty sports events or any similar event that involves participants that are underaged minors unless regulated or overseen by a Sports Governing Body and authorized in this Appendix.
- 11.8 No Sports Wagering Operation employee may accept a Wager from a person who the employee knows or reasonably should know is placing the Wager for the benefit of another for compensation, or is placing the Wager in violation of state or federal law.
- 11.9 No Sports Wagering Operation may hold a patron's money or its equivalent on the understanding that the Sports Wagering Operation will accept the money as a Wager only upon the occurrence of a specified, future contingency, unless a betting ticket documenting the Wager and contingency is issued immediately when the Sports Wagering Operation receives the money or its equivalent.

## 12 ACCEPTANCE OF WAGERS, REDEMPTION OF WAGERS, CANCELLED OR VOIDED WAGERS

- 12.1 The Gaming Operations Internal Controls will detail the following procedures:
- 12.1.1 Acceptance of wagers,
  - 12.1.2 Level of wagering that require Tribal Gaming Agency pre-approval,
  - 12.1.3 Redemption of winning wagers,
  - 12.1.4 Cancelled or voided wagers,
  - 12.1.5 Forms and supervisory approval for certain level of wagers,
  - 12.1.6 Paying winning wagers if the Sports Wagering System malfunctions,
  - 12.1.7 Ticket expiration time period,
  - 12.1.8 Payment of any expired tickets.



- 12.2 Payment for Sports Wagers will be made in accordance with Compact Section III G, as amended.
- 12.3 A Sports Wagering Account may be established by a patron and an initial verification of the account must be done in-person at the Sports Wagering Operation before the acceptance of any Wager using that Sports Wagering Account.
- 12.4 A Sports Wagering Operation shall accept wagers only on its Gaming Facility Premises, and only at Sportsbook cashier stations or Sports Wagering Kiosks or through Mobile Sports Wagering that has been approved by Tribal Gaming Agency and State Gaming Agency.
- 12.5 Patron identification must be documented before a patron is allowed to place a single Wager at the Sportsbook cashier stations of \$2,000 or more, unless the patron is using a Sports Wagering Account to place the wager.
- 12.6 A Sports Wagering Operation shall not knowingly accept any Wager upon an event whose outcome has already been determined (past posting).
- 12.7 A Sports Wagering Operation shall not accept a Wager on an event unless the date and time at which the outcome of the event is determined and can be confirmed from reliable sources satisfactory to Tribal Gaming Agency and State Gaming Agency or from records created and maintained by the Sports Wagering Operation in such manner as the Tribal Gaming Agency and State Gaming Agency may approve.

### 13 SPORTS WAGERING KIOSKS

- 13.1 Sports Wagering Kiosks. For Sports Wagering, kiosks may be operated through a physical connection such as cabling or through mobile Geofence technology such as Wi-Fi, RFID, or GPS.
- 13.1.1 Sports Wagering Kiosks operated in the Gaming Facility (on the gaming floor):
- 13.1.1.1 May allow the use of a Sports Wagering Account to place Sports Wagers;
  - 13.1.1.2 Must not accept more than \$2,000 per Wager without a Sports Wagering Account; and
  - 13.1.1.3 Must have the same level of surveillance coverage as Tribal Lottery System Kiosks.

- 13.1.2 Sports Wagering Kiosks operated on the Premises (off the gaming floor):
  - 13.1.2.1 Must require the use of a Sports Wagering Account to place Sports Wagers;
  - 13.1.2.2 Must not allow payouts of Sports Wagers at the Sports Wagering Kiosk; and
  - 13.1.2.3 Will have surveillance coverage sufficient to monitor activity at the Sports Wagering Kiosk.

#### 14 SPORT WAGERING ACCOUNTS

14.1 Account Requirements. In order to establish a Sports Wagering Account, a Sports Wagering Operation shall:

- 14.1.1 Create an electronic patron file, which shall include at a minimum:
  - 14.1.1.1 The patron's legal name;
  - 14.1.1.2 The patron's date of birth;
  - 14.1.1.3 The patron's Social Security number, or the last four digits thereof, or an equivalent identification number for a noncitizen patron, such as a passport or taxpayer identification number;
  - 14.1.1.4 The patron's Sports Wagering Account number or username;
  - 14.1.1.5 The patron's residential address; a post office box is not acceptable;
  - 14.1.1.6 The patron's email address, if applicable;
  - 14.1.1.7 The patron's telephone number;
  - 14.1.1.8 Any other information collected from the patron used to verify identity;
  - 14.1.1.9 The method used to verify the patron's identity; and
  - 14.1.1.10 The date of verification.
- 14.1.2 Record and maintain the information submitted to initially create a Sports Wagering Account.
- 14.1.3 Protect from unauthorized access all of the following information contained in an electronic patron file:
  - 14.1.3.1 Any portion of the patron's Social Security Number or equivalent identification number for a noncitizen patron, such as a passport or taxpayer identification number;
  - 14.1.3.2 The patron's passwords and PINs; and
  - 14.1.3.3 The patron's personal financial information.
- 14.1.4 Verify the patron's identity in accordance with:

- 14.1.4.1 Reliable forms of personal identification specified in this Compact and associated Appendices; or
- 14.1.4.2 A licensed third-party service provider may be used for age and identity verification of patrons.
- 14.1.5 Record the document number of the government issued identification credential examined, if applicable. If a government issued identification credential is not required for registration, the electronic record that details the process used to confirm patron identity must be recorded.
- 14.1.6 Verify the player is not self-excluded from participating in Sports Wagering by participation in the self-exclusion program.
- 14.1.7 Require the patron to establish a password or other access security feature as approved by the Tribal Gaming Agency and advise the patron of the ability to utilize strong authentication log in protection.
- 14.1.8 Record the patron's acceptance of the Sports Wagering Operation's terms and conditions to participate in betting through Mobile Sports Wagering or any Tribal Gaming Agency and State Gaming Agency authorized digital platform accepting wagers.
- 14.1.9 Record the patron's certification that the information provided to the Sports Wagering Operation is accurate and they are not a Prohibited Sports Betting Participant.
- 14.1.10 Record the patron's acknowledgment that the legal age for sports betting is at least eighteen (18).
- 14.1.11 Record the patron's acknowledgement that he or she is prohibited from allowing any other person to access or use his or her Sports Wagering Account.
- 14.1.12 Notify the patron of the opening of the new account via electronic mail or regular mail.
- 14.2 A Sports Wagering Operation shall limit each patron to one (1) active Sports Wagering Account and username. Each Sports Wagering Account shall be:
  - 14.2.1 Non-transferable;
  - 14.2.2 Unique to the patron who establishes the account; and

14.2.3 Distinct from any other account number that the patron may have established with the casino.

14.3 Account funding.

A patron's Sports Wagering Account may be funded with Cash through the use of:

- 14.3.1 Cash Equivalent;
- 14.3.2 A patron's deposit of Cash or vouchers at a Sports Wagering cashier/writer station in the Sportsbook;
- 14.3.3 Winnings;
- 14.3.4 Adjustments made by the Sports Wagering Operation with documented notification to the patron;
- 14.3.5 A transaction at a Sports Wagering Kiosk; or
- 14.3.6 Any other means approved by the Tribal Gaming Agency and State Gaming Agency.

14.4 Patron to patron transfer of funds prohibited.

A Sports Wagering Operation shall not permit a patron to transfer funds from a patron account to another patron account.

14.5 Account Information.

- 14.5.1 Sports Wagering Systems shall provide an account statement with account details to a patron on demand, which shall include detailed account activity for at least the prior twelve (12) months. In addition, the Mobile Sports Wagering System shall, upon request, be capable of providing a summary statement of all patron activity during the past two (2) years.
- 14.5.2 A Sports Wagering Operation shall periodically re-verify a patron's identification upon reasonable suspicion that the patron's identification has been compromised.

14.6 Account closure.

A Sports Wagering System shall provide a conspicuous and readily accessible method for a patron to close his or her account through the account management controls or through the Sports Wagering System's customer support team. Any balance remaining in a patron's Sports Wagering Account closed by a patron shall be refunded pursuant to the Sports Wagering Operation's Internal Controls.

14.7 Dormant Patron Accounts.

A Sports Wagering Operation shall consider a patron account to be dormant if the patron has not logged into the account for at least three (3) years. A dormant account shall be

closed by the Sports Wagering Operation, unless the Gaming Operation determines the account should be made inactive.

14.8 Unclaimed Funds in a Dormant Patron Account.

14.8.1 Funds of patrons that remain in a dormant patron account shall be presumed abandoned.

14.8.2 The Sports Wagering Operation shall report and deliver all funds of patrons that are presumed abandoned to an account established by the Tribal Gaming Operation.

14.8.3 At least sixty (60) days prior to reporting any funds of the patron to the Tribal Gaming Operation, the Sports Wagering Operation shall provide notice to the patron's last known physical or email address and conduct due diligence to locate the patron.

14.9 A Sports Wagering Operation shall implement rules and Internal Control procedures to terminate all accounts of any Sports Wagering Account patron that knowingly and intentionally establishes or seeks to establish multiple active accounts, whether directly or indirectly by use of another person as a proxy.

14.10 Unauthorized access to, or use of, a patron's Sports Wagering Account by a person other than the patron for whom the Sports Wagering Account was established is prohibited.

15 MOBILE WAGERING

15.1 The transmission of gambling information over the internet for any Sports Wagering conducted and operated per this Appendix is authorized provided that the Wager may only be placed and accepted at a tribe's Gaming Facility only while the patron placing the Wager is physically present on the Premises. However this section does not prevent a patron from managing their Mobile Sports Wagering Account outside of the Geofence as long as a Wager is not being placed.

15.2 Mobile Sports Wagering – General

15.2.1 The patron shall establish a Mobile Sports Wagering Account in-person at the Gaming Facility before they can place any Mobile Sports Wagers.

15.2.2 Mobile Sports Wagering shall only be conducted between a Sports Wagering Operation and a patron with a Sports Wagering Account.

15.2.3 Sports Wagering Systems shall be configured to lock Player Sports Gaming Accounts after three (3) failed login attempts. If the Sports Wagering Operation allows accounts to unlock automatically after a prescribed amount of time has elapsed, Multi-Source Authentication shall be required on the next login.

15.3 Geofence Requirements.

15.3.1 In order to prevent the unauthorized use of a Mobile Device to place a Sports Wager when a patron is not within the Premises, the Sports Wagering Operations shall:

15.3.1.1 Utilize a Geofencing system to reasonably detect the physical location of a patron attempting to access the Mobile Sports Wagering System and place a Wager; and to monitor and block unauthorized attempts to access the Mobile Sports Wagering System in order to place a Wager when an individual is not within the permitted boundary.

15.3.1.2 The Geofencing system must ensure that any patron is located within the permitted boundary when placing any Wager and must be equipped to dynamically monitor the patron's location and block unauthorized attempts to access the Sports Wagering System in order to place a Wager throughout the duration of the Mobile Sports Wagering patron session.

15.3.2 A Sports Wagering Operation shall keep its Geofencing system up-to-date, including integrating the latest solutions in real time that can detect the use of remote desktop software, rootkits, virtualization, or any other programs identified by State Gaming Agency as having the ability to circumvent Geofencing measures.

15.3.2.1 At least every 90 days, a Sports Wagering Vendor or Sports Wagering Operation shall provide the Tribal Gaming Agency and State Gaming Agency evidence that the Geofence system is updated to the latest solution.

15.3.2.2 At least every 90 days, the integrity of the Geofence system shall be reviewed by the Sports Wagering Vendor or Sports Wagering Operation to ensure that the system detects and mitigates existing and emerging location fraud risks.

15.3.2.3 The Tribal Gaming Agency or State Gaming Agency may designate additional Geofence requirements to combat emerging threats to the security of the Geolocation system and verification of the patron's or device location.

## 16 CHANGE CONTROL PROCEDURE

The Sports Wagering Operation will have Internal Controls to document change control procedures adequate to ensure that only authorized versions of programs are implemented in accordance with GLI-33.

## 17 SURVEILLANCE REQUIREMENTS

For the purposes of this section, all Components of the Sports Wagering System, shall have the ability to be effectively and clandestinely monitored and recorded by means of a Closed Surveillance System in accordance with the Compact, Appendix S, Appendix A, the Tribe's Internal Controls, and as authorized by Tribal Gaming Agency and State Gaming Agency, in compliance with the requirements of the Compact.

## 18 ACCOUNTING

- 18.1 In addition to the requirements in the Compact and Appendix A, the Sports Wagering Operation shall comply with the following requirements:
- 18.1.1 Each Sports Wagering Operation shall keep accurate, complete and legible records of any Sports Wagering activity, records or document pertaining to, prepared in, or generated by the Sports Wagering Operation.
  - 18.1.2 The internal controls must establish minimum audit standards.
  - 18.1.3 Documentation (e.g., log, checklist, notation on reports, and tapes attached to original documents) shall be maintained as evidence of the performance of required Sports Wagering Operations audit procedures, the exceptions noted, and the follow-up of all audit exceptions.

## 19 SPORTS WAGERING INTEGRITY

- 19.1 The Tribal Gaming Agency and State Gaming Agency will work together on an integrity education and enforcement program for the Sports Wagering Operation to:
- 19.1.1 Prevent and detect competition manipulation,
  - 19.1.2 Identify risks associated with Sports Wagering, and
  - 19.1.3 Identify any other applicable state or federal laws associated with the integrity of sporting events, athletic events, or competitions, regarding the use of funds derived from illegal activity, wagers to conceal or launder funds derived from illegal activity, use of agents to place wagers, or use of false identification by patrons.
- 19.2 The Sports Wagering Operation must have Internal Controls for:
- 19.2.1 Identifying suspicious or unusual wagers which may indicate cheating, manipulation, interference with the regular conduct of sport(s), or violations of the integrity of any sport(s) on which wagers were made.

- 19.2.2 Identifying unusual betting activity and report such activity immediately upon identification to the Tribal Gaming Agency, State Gaming Agency and an Integrity Monitoring Provider (IMP).
  
- 19.3 To ensure the Tribal Gaming Agency and State Gaming Agency can properly monitor Sports Wagering information, the integrity of sports and to facilitate the collection of aggregate data in a format that can be efficiently utilized, a Sports Wagering Operation will require the comprehensive Sports Wagering information to be analyzed by an approved Integrity Monitoring Provider. The information analyzed by the Integrity Monitoring Provider will include at a minimum but not limited to:
  - 19.3.1 Time of wager;
  - 19.3.2 Odds of wager;
  - 19.3.3 Location of Wager (while labeling relevant wagers “mobile” if applicable);
  - 19.3.4 Amount of dollars wagered;
  - 19.3.5 Win amount of wager;
  - 19.3.6 Wager type (e.g., straight bet, in-game bet, in-play bet, Parlay Wager, point spread, total, moneyline, etc.);
  - 19.3.7 Team, side or total that the Wager was placed upon.
  - 19.3.8 Unique Wager identifier
  
- 19.4 Sports Wagering Operations will provide patron wagering account information which may include Personally Identifiable Information of patrons, upon request by State Gaming Agency or the Integrity Monitoring Provider as part of an investigation. The Tribe and State Gaming Agencies may consider additional mechanisms to improve the integrity of Sports Wagering as it develops, as set forth in Section 8.2.
  
- 19.5 The Sports Wagering Operation shall monitor and review their own reports for suspicious and unusual activity and notify the Integrity Monitoring Provider, Tribal Gaming Agency, and the State Gaming Agency if any events are identified.
  
- 19.6 When notified by their Integrity Monitoring Provider of any unusual activity that has occurred, the Sports Wagering Operation must communicate back to the IMP as to whether or not they have experienced similar activity. If they have, then they must notify Tribal Gaming Agency and State Gaming Agency immediately in writing.
  
- 19.7 If an Integrity Monitoring Provider finds that previously reported unusual betting activity rises to the level of suspicious activity, they shall immediately notify the Tribal Gaming Agency and State Gaming Agency, all other Integrity Monitoring Providers, their member



Sports Wagering Operations, the appropriate Sports Governing authority, and all other regulatory agencies.

- 19.8 A Sports Wagering Operation receiving a report of suspicious activity shall be permitted to suspend wagering on events related to the report. The Sports Wagering Operation will immediately notify Tribal Gaming Agency as soon as they are made aware of the report of suspicious activity. Tribal Gaming Agency will then notify State Gaming Agency immediately in writing.
- 19.9 In the event of generating or receiving an alert, the Sports Wagering Operation shall maintain all relevant information regarding the Bet and the bettor.
- 19.10 If the State Gaming Agency deems the threat credible, it may send the alert to other Sports Wagering Operations and may suspend betting or require that wagers be voided on the event(s).
- 19.11 A Sports Wagering Operation, the Tribal Gaming Agency, and the State Gaming Agency will maintain all lists provided to them by sports teams and institutions of persons affiliated with sports teams who are prohibited from wagering due to their participation in a sport or the nature of their position with a team that could provide access to insider information. The Sports Wagering Operation shall not allow those persons to place sports wagers.
- 19.12 A Sports Wagering Operation shall refuse to accept suspicious wagers which may indicate cheating, manipulation, interference with the regular conduct of an event, or violations of the integrity of any event on which wagers were made and report them to Tribal Gaming Agency, State Gaming Agency and the Integrity Monitoring Provider.
- 19.13 A Sports Wagering Operation shall be required to monitor and identify events and/or irregularities in volume or swings in odds/payouts and prices which could signal suspicious activities as well as all changes to odds/payouts and prices and/or suspensions throughout an event which could signal suspicious activities and report them to Tribal Gaming Agency, State Gaming Agency and the Integrity Monitoring Provider.
- 19.14 A Sports Wagering Operation will make reasonable efforts to promptly notify the Tribal Gaming Agency, State Gaming Agency and their Integrity Monitoring Provider of any information relating to:
- 19.14.1 Abnormal wagering activity or patterns that may indicate a concern with the integrity of sports events;

- 19.14.2 Any potential breach of the relevant Sports Governing Body's internal rules and codes of conduct pertaining to Sports Wagering of which a Sports Wagering Operation has knowledge; and
- 19.14.3 Any other conduct that corrupts a wagering outcome of sports events for purposes of financial gain, including match fixing.

19.15 A Sports Wagering Operation will promptly notify Tribal Gaming Agency and State Gaming Agency of any information relating to: Criminal, disciplinary, or regulatory proceedings commenced against any Sports Wagering Vendor or affiliated person in connection with its Gaming Operations in any jurisdiction.

19.16 A Sports Wagering Operation shall maintain records of all bets placed, including Personally Identifiable Information of the bettor, amount and type of bet, time the Bet was placed, location of the bet, including internet protocol address if applicable, the outcome of the bet, and records of unusual and/or suspicious betting activity. A Sports Wagering Operation shall maintain these records for at least three (3) years after the sports event occurs and shall make the records available for inspection upon request of the State Gaming Agency or as required by court order.

## 20 FEDERAL REQUIREMENTS

The Tribe is responsible for the regulatory oversight of Sports Wagering Accounts and patron funds held on deposit. The Tribe's Internal Controls will detail the requirements of their compliance program(s) and will at least mirror all applicable federal requirements of, at a minimum, the Federal Trade Commission (FTC), Office of the Comptroller of the Currency (OCC), Financial Crimes Enforcement Network (FinCEN), Consumer Financial Protection Bureau (CFPB), Office of Foreign Assets Control (OFAC) and the US Department of Treasury. In the event regulatory oversight or criminal investigations are referred to the State Gaming Agency or cross from Washington State into Nisqually Tribal Lands, the State Gaming Agency will coordinate investigations with the Tribal Gaming Agency and appropriate law enforcement agencies as outlined in Compact Section XI (Jurisdiction).

## 21 TESTING AND APPROVAL

- 21.1 Independent Test Laboratory Requirement to be Licensed. An Independent Test Laboratory shall be licensed by the Tribal and State Gaming Agencies prior to testing any Sports Wagering System.
- 21.2 Designation of Independent Test Laboratory. The Sports Wagering Vendor shall select one or more gaming test laboratories ("Independent Test Laboratory") to perform the testing required in this Appendix. Any Independent Test Laboratory selected shall have

demonstrated it is competent and qualified to conduct scientific tests and evaluations of the Sports Wagering System. The State Gaming Agency will maintain a list of licensed Independent Test Laboratories.

- 21.3 Payment of Fees. All Independent Test Laboratory fees related to a Sports Wagering System submission shall be the responsibility of the Sports Wagering Vendor.
- 21.4 Standards to be Met. The Sports Wagering System must meet or exceed GLI-33, and the standards established by this Appendix and applicable provisions of the Compact and Appendices, if any. Alternative standards may be agreed to by the Tribal and State Gaming Agencies if the standards meet or exceed GLI-33 and the standards established by this Appendix and any applicable provision of the Compact and Appendices.
- 21.5 Independent Test Laboratory Reports and Certification. At the conclusion of testing, the Independent Test Laboratory shall provide to the Tribal Gaming Agency and the State Gaming Agency a report that contains findings, conclusions, and a certification that the Sports Wagering System conforms to the requirements contained in this Appendix.
- 21.5.1 Modifications. No substantive modification to any Sports Wagering System may be made after testing and Independent Test Laboratory certification of a Sports Wagering System without an additional Independent Test Laboratory certification of the modification by the Independent Test Laboratory.
- The following modifications are not considered substantive and do not require notification to the State Gaming Agency: (1) Changes to content not related to any regulated feature; (2) Installation or changes to backup software; (3) Adding or removing users; and (4) any system configuration changes that have no impact on the accuracy of report information including gaming revenue.
- 21.5.2 Revocation of Independent Test Laboratory System Certification. The State Gaming Agency will confer with the Tribal Gaming Agency to determine the appropriate next steps if the State Gaming Agency determines a certification from the Independent Test Laboratory was issued in error
- 21.5.3 Emergency fixes. Nothing prevents the immediate resolution of a critically urgent problem as long as documentation is submitted to the Tribal and State Gaming Agencies detailing the steps taken to remedy the emergency and includes any emergency release notes or incident report(s) that detail the specifics of the emergency situation and steps taken to resolve the emergency situation. Once the

emergency situation has passed, the emergency fix shall be submitted as a modification in Subsection 21.5.1 above.

- 21.6 Approval by the Tribal Gaming Agency. No Sports Wagering System may be offered for play unless it has been tested and certified by an Independent Test Laboratory as meeting or exceeding the requirements set forth in this Appendix. The Tribal Gaming Agency shall approve or disapprove the Sports Wagering System thereof after reviewing the certification, technical standards tested, and results of testing from the Independent Test Laboratory and notify the State Gaming Agency of their findings and decision.
- 21.7 Compliance Verification by Sports Wagering Vendor. Prior to system operation, the Sports Wagering Operation shall obtain written verification from the Sports Wagering Vendor that each Sports Wagering System complies with the Independent Test Laboratory certification for Washington State.
- 21.8 Training. The State Gaming Agency will collaborate with the Tribal Gaming Agency to provide training opportunities at the State Gaming Agency's Electronic Gaming Lab or other agreed upon locations for developing regulatory programs to understand system functionality, vulnerability, and performance of Sports Wagering Systems.

## 22 INSPECTIONS

- 22.1 The Tribe shall allow the State Gaming Agency to inspect any Components of a Sports Wagering System for the purposes of confirming that such Component is operating in accordance with the requirements of the Compact, applicable Appendices, and this Appendix, and that such Component is identical to that tested by a Independent Test Laboratory. Inspections shall be pursuant to the Compact.
- 22.2 The Sports Wagering Operation shall allow the Tribal Gaming Agency and State Gaming Agency to inspect any Components of a Sports Wagering System for the purposes of confirming that such Component is operating in accordance with the requirements of the Compact, applicable Appendices, and this Appendix, and that such Component is identical to that tested by a Independent Test Laboratory.
- 22.3 When the Tribal Gaming Agency or State Gaming Agency determine there is a failure to comply, either will immediately suspend a Sports Wagering System's operation.
- 22.4 Reinstatement of a Sports Wagering System's operation shall occur once the Tribal Gaming Agency and State Gaming Agency agree that a suspended Sports Wagering System complies as determined by follow-up testing by the Independent Test Laboratory.

## 23 PATRON COMPLAINT

The Tribe/Gaming Operations shall investigate each patron complaint and implement procedures for receiving and responding to complaints in Internal Controls.

## 24 PROBLEM AND RESPONSIBLE GAMBLING

- 24.1 Monetary Contribution. The Tribe agrees that Sports Wagering Net Win will be included in the calculation of Class III gaming revenues for purposes of Section 14.4 of Appendix X2 and subject to the applicable payment provisions of Section 14.6 of Appendix X2.
- 24.2 Self-Exclusion. The Tribe will consider participating in the State Gaming Agency's statewide self-exclusion program once it is implemented.
- 24.3 Commitment to Responsible Sports Wagering. The Tribe and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Tribe and of the State, and the Tribe currently engages in extensive efforts to uphold this responsibility. If not already implementing, the Tribe agrees to:
- 24.3.1 Training. Annual training and education for all Gaming Employees, with a separate training for management, to cover such topics as how to identify problem gamblers, how to provide assistance when asked, underage prevention, and unattended children;
- 24.3.2 Policy. Create and maintain a responsible gambling policy that, at a minimum, includes information about responsible gambling and identifies resources for individuals seeking information about problem gambling. The policy may include information about how and where to seek treatment, national or local hotline numbers, and a description of self-imposed limits offered by the Gaming Operation, if any.
- 24.3.3 Display Commitment to Responsible Gambling. Each application for Mobile Sports Wagering and each Sports Wagering Kiosk shall display a commitment to responsible gambling and a link to the policy created pursuant to subsection 24.3.2.
- 24.3.4 Offer Self-Imposed Limits. Either through the Mobile Sports Wagering application or through the Mobile Sports Wagering Account the Tribe shall include the option to self-impose limitations for wagering parameters including, at

a minimum, (1) limits on the dollar amount of deposits a player can make into his or her Sports Wagering Account within a specified time period, and (2) limits on the total amount of time available for play or wagering during a specified time period.

24.4 Problem Gambling Task Force. The Tribe will consider the results of the Problem Gambling Legislative Task Force Final Report when issued.

**NISQUALLY INDIAN TRIBE  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX W  
Rules Governing Wide Area Progressives**

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**CLASS III GAMING COMPACT**  
**APPENDIX W**  
**Rules Governing Wide Area Progressives**

STATEMENT OF CONDITIONS AND LIMITATIONS

The Nisqually Indian Tribe (Tribe) and the State of Washington (State) believe that conducting Class III gaming under the terms, limitations, and conditions set forth below will benefit the Tribe and the State, will be fair and protect the members of the Tribe and the other citizens of the State, and is consistent with the objectives of the federal Indian Gaming Regulatory Act. The parties have agreed upon conditions of the terms, provisions, and limitations contained in this Appendix W.

This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to operate or participate in a Wide Area Progressive (WAP). As a result, authorization to operate or participate in a WAP requires the Tribe to operate and participate in accordance with all of the requirements of both this Appendix and the subsequent memorandum of understanding agreed to under subsection 2.2.3.

1. INTRODUCTION

1.1 Definitions

Any capitalized term used but not defined herein shall have the same meaning as in the Compact.

“Component” means hardware, software, and any integral parts or combination thereof necessary to operate the WAP.

“Fair” means the odds of winning prizes being equal to other devices connected to the same WAP within accepted statistical industry standards as verified by an approved Gaming Test Laboratory.

“Participant Tribe” means a tribal government within the State that has been accepted to join in a specific approved WAP.

“Progressive Prize” means a prize that increases by a predetermined amount based on play on a Class III Tribal Lottery System (TLS).

“Wide Area Progressive” or “WAP” means a jackpot sharing system between multiple participating jurisdictions and/or governments within and outside the State.

“WAP Controller” means a component at each participating jurisdiction’s and/or



government's gaming facility that accumulates Progressive Prizes and provides Progressive Prize information to display for players.

“WAP Operator” means the licensed manufacturer or gaming service supplier that maintains the WAP central system which communicates with individual WAP Controllers.

1.2 Intent

The intent of the parties is to allow the Tribe to use a WAP where players are entered into a pool for a Progressive Prize without the insertion of additional consideration.

1.2.1 The WAP must be Fair, secure, and auditable.

1.2.2 The WAP does not constitute a mechanical gambling or lottery device activated by the insertion of a coin or by the insertion of any object purchased by any person taking a chance by gambling in respect to the device.

1.2.3 The WAP does not constitute an electronic or mechanical device or video terminal which allows for individual play against such device or terminal.

2. REQUIREMENTS

2.1 General Requirements

The basic requirements for a WAP authorized under Section IV-Class III Gaming Activities and Other Gaming Activities of the Compact are as follows:

2.1.1 Any WAP Controller utilized by the Tribe may operate only in conjunction with the TLS and may not offer a game where the player may play against the device.

2.1.2 The restrictions on the use and operation of the TLS as governed by Appendix X and Appendix X2, including prohibiting individual play against such devices or terminals, are not changed by this Appendix.

2.1.3 The WAP will be Fair for players in the State.

2.1.4 The rules of play will be posted for the customer.

2.1.5 The WAP will conform with 25 U.S.C. § 2710 (d)(1)(A), (B), and (C).

2.1.6 The WAP will allow the State Gaming Agency to remotely view the Tribe's reports and activity in real time as specifically provided for in a full submission.

2.1.7 The Tribe will make available for review agreements and contracts regarding WAP participation in accordance with Compact Section IX, B Access to Records.

- 2.1.8 Employees and/or representatives of a WAP Operator must meet the applicable licensing and certification requirements in accordance with Compact Section V Licensing, Certification, Eligibility, and Registration General Requirements and Section VI Licensing, Certification, Eligibility, and Registration Requirements.
- 2.1.9 Each specific type of WAP approved will conform to the standards documented in a Memorandum of Understanding after a full submission has been approved, and the Tribe shall not begin operation of said WAP until the testing and certification requirements referred to in Section 3 of this Appendix are met.
- 2.1.10 The Tribe will notify the State Gaming Agency of its participation in a specific type of WAP and will follow the requirements in an approved Memorandum of Understanding for the specific type of WAP in order to participate in that WAP.

## 2.2 Submission Process

- 2.2.1 Each full submission made must meet the requirements contained in the Compact, Appendix X, Appendix X2, and this Appendix, and shall set the technical standards and Internal Controls for the operation of that type of WAP. Except for the TLS as governed by Appendix X or X2, the Tribe and the State Gaming Agency shall enter into a separate Memorandum of Understanding for each specific type of WAP the Tribe wishes to operate.
- 2.2.2 A "full submission," as that term is used in this Appendix, shall include a detailed description of technical standards and other information that includes at least the following:
  - 2.2.2.1. How the system operates with the TLS, including connections to the system and other jurisdictions, probability, and summary of game rules which must be posted for the customer in any format;
  - 2.2.2.2. WAP illustrations, schematics, block diagrams, circuit analyses, program object and source codes, and hexadecimal dumps which means the compiled computer program represented in base 16 format;
  - 2.2.2.3. Technical and operation manuals including operation, interface, Progressive Prize verification, and random number generator standards;
  - 2.2.2.4. System hardware specifications including all key Components including the WAP Controller;
  - 2.2.2.5. Base software which means the software platform upon which games are loaded;
  - 2.2.2.6. Game software for one or more games, including game set size and point of overlap;
  - 2.2.2.7. System security including encryption, firewalls, key controls, and surveillance;
  - 2.2.2.8. Odds for winning the Progressive Prize, the base Progressive Prize

- amount, the reset Progressive Prize amount, the incremental increases of the Progressive Prize, and any secondary pool increment(s);
- 2.2.2.9. Accounting system requirements and reports which must include at least a progressive balancing report and report of unusual events such as critical memory clears, changes to Progressive Prizes, offline equipment, multiple site prizes, and related reports;
  - 2.2.2.10. Reports which must include at least a progressive summary, aggregate, and payoff and any adjustments made by the WAP Operator on Progressive Prize pools;
  - 2.2.2.11. Procedures for handling simultaneous Progressive Prize winners in multiple locations or jurisdictions;
  - 2.2.2.12. Procedures to make changes or adjustments to or be removed from the WAP, including notice requirements to the Participant Tribes and players;
  - 2.2.2.13. Procedures for accepting additional Participant Tribes or participating jurisdictions and/or governments into the WAP;
  - 2.2.2.14. Procedures to handle system malfunctions and reporting those malfunctions to participating jurisdictions and/or governments;
  - 2.2.2.15. Player dispute procedures;
  - 2.2.2.16. Procedures, including a timeframe, for Gaming Operations staff or WAP Operator to provide notice to the Tribal Gaming Agency and State Gaming Agency of WAP non-compliance;
  - 2.2.2.17. Capability and process to allow the State Gaming Agency to remotely view the Tribe's WAP to review reports and activity real time; and
  - 2.2.2.18. Any agreement, written specifications, or limitations required of a WAP Operator by any other state or tribal government and affecting a WAP.
- 2.2.3 The Tribe may present to the State Gaming Agency, at any time, a WAP full submission it believes satisfies the requirements of the Compact and this Appendix. Within ninety (90) days of the Tribe's providing of a complete, full submission for its proposed WAP to the State Gaming Agency, the Tribe and the State Gaming Agency will execute a Memorandum of Understanding as required by Section 2.1.9.

### 3. TESTING AND APPROVAL

#### 3.1 Independent Gaming Test Laboratory

- 3.1.1 Designation. The Tribe shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. The selection of a Gaming Test Laboratory will be done according to Appendix X2, Section 10.1.

3.1.2 Gaming Test Laboratory Duty of Loyalty. The Tribe shall inform the Gaming Test Laboratory, in writing, that irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State Gaming Agency and the Tribe.

3.2 General Testing Requirements

The general purpose of testing the WAP and related Components is to determine the compliance of the WAP with the Memorandum of Understanding agreed to by the Tribe and the State Gaming Agency. Prior to operation of the WAP, the WAP and related Components shall be tested by a licensed Gaming Test Laboratory, to verify:

3.2.1 Compliance with the applicable requirements of the Compact, Appendix X, Appendix X2, and this Appendix; and

3.2.2 The WAP is Fair for both the players and the participating gaming facilities; and

3.2.3 Compliance with the Memorandum of Understanding and currently accepted gaming test industry standards with respect to multi-jurisdictional WAPs.

3.3 Materials Provided to Gaming Test Laboratory

3.3.1 The Tribe shall provide or require that the WAP Operator provide to the Gaming Test Laboratory a copy of the executed Memorandum of Understanding, and any other information requested by the Gaming Test Laboratory. The Tribe shall make all such materials available to the State Gaming Agency upon request;

3.3.2 If requested by the Gaming Test Laboratory, the Tribe shall require the WAP Operator to transport not more than two (2) working models of the WAP associated player terminals, and any required system elements to a location designated by the Gaming Test Laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the Components of the WAP. If requested by the Gaming Test Laboratory, the Tribe shall require the WAP Operator to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis. The Gaming Test Laboratory will notify the State Gaming Agency of the request and need for the request;

3.4 Approval by the State Gaming Agency

Upon receiving the certification, technical standards tested, and results of testing from the Gaming Test Laboratory, the State Gaming Agency shall either approve or disapprove the WAP or Component thereof, based on the criteria contained in this Appendix and the Memorandum of Understanding. The Tribe or WAP Operator may request a temporary suspension of the State Gaming Agency's review of the WAP or Component for a mutually agreed upon time period through a written request to the State Gaming Agency Director.

During the State Gaming Agency approval process, the Gaming Test Laboratory will meet with the State Gaming Agency and respective Tribal Gaming Agency to inform regulatory staff of the certification process and technical standards tested and provide training so that these personnel have an understanding of the WAP, can create a regulatory program, and can better respond to questions and complaints.

### 3.5 Installation

3.5.1 No WAP may be offered for play unless:

3.5.1.1 Such WAP is approved as provided in this Appendix; and

3.5.1.2 The WAP prototype thereof has been tested and certified by the Gaming Test Laboratory as meeting the requirements and Memorandum of Understanding specified by this Appendix.

3.5.2 The State Gaming Agency and Tribal Gaming Agency will meet to confer on WAP initial implementation and Internal Controls changes to prepare for WAP operation. Initial Internal Controls and any subsequent changes are to be completed in conformance with Compact Section X Standards of Operation.

### 3.6 WAP Operator Certification

Before any Component of a WAP may be placed into operation, the Tribe shall first have obtained a written certification from the WAP Operator that, upon installation, each such Component:

3.6.1 Conforms to the specifications of the WAP as certified by the Gaming Test Laboratory; and

3.6.2 Operates and plays in accordance with the applicable requirements of the Compact, Appendix X, Appendix X2, this Appendix, and the Memorandum of Understanding.

### 3.7 Payment of Fees

3.7.1 The Gaming Test Laboratory shall not accept a WAP submission from a WAP Operator without first receiving an executed Memorandum of Understanding from the Tribe. All Gaming Test Laboratory fees related to a WAP submission shall be the responsibility of the WAP Operator.

3.7.2 All State Gaming Agency testing fees related to a WAP submission shall be the responsibility of the WAP Operator.

## 4. INSPECTIONS

4.1 The Tribe shall allow the State Gaming Agency to inspect any Components of a WAP for the purposes of confirming that such Component is operating in accordance with the

requirements of the Compact, Appendix X, Appendix X2, this Appendix, and the Memorandum of Understanding and that such Component is identical to that tested by a Gaming Test Laboratory. Inspections shall be pursuant to the Compact.

- 4.2 The WAP Operator shall allow the Tribal Gaming Agency and State Gaming Agency to inspect any Components of a WAP for the purposes of confirming that such Component is operating in accordance with the requirements of the Compact, Appendix X, Appendix X2, this Appendix, and the Memorandum of Understanding and that such Component is identical to that tested by a Gaming Test Laboratory.
- 4.3 When the Tribal Gaming Agency or State Gaming Agency determine there is a failure to comply with the Memorandum of Understanding, either will immediately suspend a WAP's operation.
- 4.4 Reinstatement of a WAP's operation shall occur once the Tribal Gaming Agency and State Gaming Agency agree that a suspended WAP complies with the Memorandum of Understanding as determined by follow-up testing by the Gaming Test Laboratory.
- 4.5 If after an investigation the Tribal Gaming Agency or State Gaming Agency believe the WAP is not operating in a Fair manner, either may request a mathematical review by an independent third party. The WAP Operator will pay the cost of this review.

## 5. PARTICIPATION IN ANOTHER APPROVED WAP

The Tribe may participate in more than one approved WAP. When the Tribe elects to participate in a WAP that has already been approved by the State Gaming Agency, Sections 1-4 of this Appendix do not apply except as required by Section 5.1.3 below.

### 5.1 Requirements for participation in another approved WAP:

- 5.1.1. When participating in a WAP that has already been approved by the State Gaming Agency, the Tribe must follow the requirements in the Memorandum of Understanding related to that WAP.
- 5.1.2. The Tribe will notify the State Gaming Agency of its participation in or withdrawal from another WAP and will make any and all copies of its participation agreements available for review.
- 5.1.3. When the Tribe participates in an already approved WAP, the Tribe will follow the requirements listed in Sections 1, 2.1, 3.5, 3.6, 4, and 5 of this Appendix.

APPENDIX X  
to the  
THE NISQUALLY TRIBE - STATE OF WASHINGTON  
CLASS III GAMING COMPACT

RULES GOVERNING  
TRIBAL LOTTERY SYSTEMS

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## APPENDIX X

### RULES GOVERNING TRIBAL LOTTERY SYSTEMS

#### SECTION 1. OVERVIEW

This Appendix describes, authorizes and sets forth provisions applicable to the operation of a tribal lottery system conducted pursuant to the Indian Gaming Regulatory Act for playing electronic scratch ticket and on-line lottery games. The system utilizes player terminals with video displays which allow players to purchase chances and obtain game result information, a manufacturing computer which securely creates the finite set of chances used in the scratch ticket portion of the system, a central computer which stores and transmits game information and makes draws for the on-line lottery game, and an electronic central security and accounting system. In the scratch ticket game, preexisting scratch tickets are dispensed in an electronic format to players through the player terminals on an on-demand basis. In the on-line lottery game, drawings are conducted on a central computer independently of any activity at player terminals. The drawing results are then matched to player selections previously made on the player terminals. The system and games described and authorized herein are subject to the technical provisions set forth herein.

#### SECTION 2. DEFINITIONS

2.1 Cashless Transaction System. The means by which a player obtains, transfers and redeems Game Play Credits. The Cashless Transaction System permits a player to play the Tribal Lottery System without inserting cash (coins, tokens or paper currency) into, and to win prizes without receiving cash from, the Player Terminal. The Cashless Transaction System includes the following components:

2.1.1 The Electronic Accounting System;

2.1.2 One or more of the following: Plastic, cardboard, magnetic, or "smart" cards; paper; personal identification ("PIN") numbers; Game Play Credits obtained from the exchange of cash or cash equivalents; Game Play Credits displayed on the Player Terminal which were earned as prizes from prior play and not redeemed; and other means for effectuating play and awarding prizes without inserting or dispensing cash into or from the terminal, provided that all Game Play Credits (other than credits earned from prior play and remaining displayed on a Player Terminal) must have been paid for by cash or cash equivalent;

2.1.3 A means of accounting for player deposits of cash or cash equivalents and exchanges for and redemption of Game Play Credits which is independent of the Player Terminal, through a player's account, a voucher system, or a "smart" card or similar device for recording individual player data; and

2.1.4 A means by which players can redeem unused Game Play Credits for cash or cash equivalents, first by depositing credits into a player account, a voucher system, or a "smart" card system or similar device for recording individual player data, and then providing a means to exchange such credits for cash or cash equivalents. All exchanges for cash must be through a cashier or other separate redemption system.

2.2 Central Computer. A computer which conducts random drawings for On-line Lottery Games and, for Electronic Scratch Ticket games, stores and dispenses Electronic Scratch Tickets from Scratch Ticket Subsets which have been loaded into it from a Manufacturing Computer and are maintained in a secure manner.

2.3 Electronic Accounting System. A computer system that provides a secure means to receive, store and access data and record critical functions and activities, as set forth in Section 7.0.

2.4 Electronic Scratch Ticket. A predetermined winning or losing outcome in electronic form. Each Scratch Ticket represents a chance from among the finite set of chances that comprise an Electronic Scratch Ticket Game Set.

2.5 Electronic Scratch Ticket Game. A scratch ticket lottery game that is played in an electronic environment. A game has a specific set of rules including: The theme and types of symbols used; the total number of tickets in the game; the ratio or mix of winning and losing tickets; the prize structure, including number and dollar value of each prize; and price of a single ticket. The game is played by use of computer hardware and software to manufacture, store, distribute, sell, and display scratch tickets to players.

2.6 Electronic Scratch Ticket Game Set. A finite set of Electronic Scratch Tickets that is based on a template that has been designed in accordance with a specific set of rules, including the basic requirements of Section 3.2, governing the structure of an Electronic Scratch Ticket Game. Based on that template, an Electronic Scratch Ticket Game Set is created in a Manufacturing Computer in a secure and verifiable electronic form prior to the play of an Electronic Scratch Ticket Game. Each Electronic Scratch Ticket Game Set is uniquely identifiable, by serial number or otherwise, so that it can be distinguished from other game sets manufactured from the same template.

2.7 Electronic Scratch Ticket Game Subset. A defined group of Electronic Scratch Tickets that has been randomly selected from an Electronic Scratch Ticket Game Set and transmitted to a Central Computer in a fixed order for play. Each Electronic Scratch Ticket Game Subset is uniquely identifiable from all other Subsets selected from the same Game Set.

2.8 Game Play Credits. The means of representing value obtained from the exchange of cash or cash equivalents, or earned as a prize, which is used to effectuate play. Game Play Credits may be redeemed for cash or a cash equivalent.

2.9 Manufacturing Computer. A computer which creates Electronic Scratch Ticket Game Sets, randomly allocates tickets into Scratch Ticket Subsets, and delivers them to a Central Computer.

2.10 On-line Lottery Game. A lottery game by which players, through the use of Player Terminals, select numbers, symbols or other possible outcomes to be matched to outcomes that are subsequently and randomly selected in drawings which are electronically conducted on a Central Computer.

2.11 On-line Lottery Game Ticket. A paper, cardboard or electronically encoded medium onto which information is legibly printed, or is recorded electronically in a manner which can cause a Player Terminal to display, the outcome(s) and prize(s) won, if any, and other information associated with, an On-line Lottery Game drawing in which the player is enrolled.

2.12 Player Terminals. Electronic computer terminals housed in cabinets with input devices and video screens and with which players play the On-line Lottery and Electronic Scratch Ticket games. Player Terminals are not capable of playing gambling games as stand-alone devices.

2.13 State Gaming Agency ("SGA"). The agency of the State of Washington which has the authority and responsibility to carry out regulatory functions on behalf of the State in connection with a Tribal-State compact. Unless indicated otherwise in the compact or any law or regulations adopted in connection therewith, the SGA shall be the Washington State Gambling Commission.

2.14 Tribal Gaming Agency ("TGA"). The agency of the Tribe which has the authority and responsibility to carry out regulatory functions on behalf of the Tribe in connection with a Tribal-State compact. The TGA shall be as further defined in the compact.

2.15 Tribal Lottery System. Any lottery system operated pursuant to this Appendix. All computers and terminals and the combination and components thereof in each system operated by the Tribe shall conform to the provisions of this Appendix.

### SECTION 3. TRIBAL ELECTRONIC SCRATCH TICKET LOTTERY GAME SYSTEM

#### 3.1 Description of System Operation

3.1.1 The Tribal Lottery System game known as the Electronic Scratch Ticket Game consists of a finite number of Electronic Scratch Tickets, a certain number of which, if drawn, entitle a player to prize awards at various levels. The scratch tickets are designed from a template in conformity with this Appendix and are created in Game Sets on a Manufacturing Computer from which Scratch Tickets are randomly selected and placed into Scratch Ticket Subsets. Each Game Set has a predetermined number of winners and values and is designed so as to assure players of an at least 75% payback of the amounts paid in the aggregate for all tickets in the Set. As a Game Set's tickets are placed into Subsets, the pool of tickets available from that Game Set for placement into Subsets diminishes, until each ticket in the Game Set has been placed into a Subset.

3.1.2 Scratch Ticket Subsets are transmitted to the Central Computer, where they are stored until dispensed electronically on demand to Player Terminals. Scratch Tickets are electronically dispensed from the Central Computer in the order within each Subset in which the tickets were received. Players compete against each other to draw winning tickets. As Subsets are used they are replaced by additional Subsets which have been created and delivered to the Central Computer in the same manner, until the Game Set has been depleted, ending that particular game. Different games based on different Game Sets may be offered simultaneously through the Central Computer.

3.1.3 A player initiates participation in an Electronic Scratch Ticket game at a Player Terminal, using Game Play Credits from the Cashless Transaction System. The monitor displays one or more of the Electronic Scratch Ticket games that are offered by the system, as well as other information such as graphics, game play and outcome information, and entertainment effects, subject to the limitations in Sections 5.2.2 and 5.2.3. The player chooses a particular game by touching the screen, pressing a button, or performing some other form of interaction with the Player Terminal.

3.1.4 Following the player's selection of a game or games, the player uses Game Play Credits displayed on the Player Terminal to purchase one or more Electronic Scratch Tickets. The pricing of tickets is governed by the provisions of Section 3.2.1. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

3.1.5 Prize structure, ticket purchase and selection, and wager information is displayed on the Player Terminal with respect to any game which is being played through that terminal.

3.1.6 After the player purchases an Electronic Scratch Ticket it is dispensed to the Player Terminal. The outcome associated with that ticket is shown on the Player Terminal only after the player touches the screen or performs some other physical interaction with the terminal to cause the outcome to be revealed. Any prizes won are displayed on the Player Terminal and may be in the form of Game Play Credits, the right to receive merchandise, or other valuable property.

3.1.7 Game Play Credits earned as prizes remain displayed and available for use in further play from that terminal. Game Play Credits also may be electronically transferred to a) a player's account in the Central Accounting System, b) a ticket or receipt printed by the Player Terminal, or c) a "smart" card or similar instrument. Once transferred, Game Play Credits may be a) used for further play on another terminal or b) redeemed for cash or cash equivalents



through a cashier or other separate redemption system. Merchandise or other property won is collected in accordance with the rules of the game.

### 3.2 Game Set and Subset Requirements

3.2.1 Game Set Requirements. Each Game Set shall meet the following minimum requirements:

- a. Each Game Set shall be made up of a finite number of Electronic Scratch Tickets;
- b. All Scratch Tickets in a particular Game Set shall be of the same purchase price, not to exceed \$5.00, but a single Ticket may offer more than one opportunity to win a prize on the same wager;
- c. The payout percentage for the entire Game Set shall be no less than 75% of the total purchase price of all tickets in the set combined;
- d. Each Game Set shall be assigned a unique serial number; and
- e. Each ticket shall have a specific outcome and prize level associated with it.

3.2.2 Game Set Verification Process. Prior to commencement of play, the Game Set shall be verified as to the total number of tickets in the set and the number of winners at each prize level, including the amounts of such prizes, and the number of non-winners. The verification standards which the Game Set must meet are those set forth in Section 3.3.

3.2.3 Transmission of Subsets to Central Computer. Following verification of the Game Set, the Manufacturing Computer shall create ordered Scratch Ticket Subsets on demand from the Central Computer and transmit the ordered Subsets to it.

3.2.4 Subset Requirements. Each Electronic Scratch Ticket Game Subset shall meet the following minimum requirements:

- a. Within a given Game Set, each Subset shall be the same size and comprised of no less than 5,000, and no more than 10,000 Electronic Scratch Tickets, provided that in order to complete the distribution of all tickets in a Game Set, the final Subset derived from the Set may have less than the number of tickets in any other Subset and be less than 5,000;
- b. Each Subset shall be individually and uniquely identified by the Game Set serial number and a unique serial number for each Subset assigned in the order in which the Subsets are created;
- c. Scratch Tickets shall be dispensed from two or more Subsets of a given Game Set which have been securely stored in the Central Computer and which Subsets are rotated on a fixed and sequential, and not random basis;
- d. Scratch Tickets shall be dispensed from a Subset in the order in that Subset in which they were held in the Central Computer; and
- e. Once an Electronic Scratch Ticket has been dispensed to a Player Terminal from a Subset, it cannot be dispensed again.

3.2.5 Completion of Game. A Scratch Ticket Game is deemed to be completed only when all of the Electronic Scratch Tickets in a Game Set have been dispensed or the Game Set has been taken out of play. If any game set is withdrawn from play before completion of the game, the Tribe shall ensure that at least 75% of the revenues received from sales of Electronic

Scratch Tickets in that game have been, or in future Electronic Scratch Ticket Games will be, awarded to players.

3.3 Data Required to be Available Prior to Commencement of an Electronic Scratch Ticket Game. The following data shall be available to the TGA and SGA prior to the commencement of an Electronic Scratch Ticket Game and shall be maintained and be viewable both electronically and if requested, by printed report, upon demand:

3.3.1 A unique identifying Game Set serial number;

3.3.2 A description of the Game Set theme sufficient to categorize the Game Set relative to other Game Sets;

3.3.3 The number of total Scratch Tickets in the Game Set;

3.3.4 The number of Scratch Ticket Subsets to be created from the Game Set, and the number of tickets in each set;

3.3.5 The payout percentage of the entire Game Set;

3.3.6 The payout table for the Game Set and the number of Scratch Tickets at each level of the payout table;

3.3.7 The purchase price per ticket assigned to the Game Set;

3.3.8 The date and time that the game was stored on the Manufacturing Computer; and

3.3.9 Such further information as the SGA may reasonably require to assure the integrity and accuracy of the foregoing information.

3.4 Data Required To Be Available Following the Completion of a Scratch Ticket Game. Following the completion of an Electronic Scratch Ticket Game (i.e., upon the sale of all tickets in a Game Set or the withdrawal of the Set from play), the following data shall be available to the TGA and SGA and shall be maintained and viewable both electronically and if requested, by printed report, upon demand:

3.4.1 The Game Set and Game Subsets serial numbers;

3.4.2 The total number of Electronic Scratch Tickets unsold, if the game is removed from play;

3.4.3 The total number of Electronic Scratch Tickets at each prize or other game category level, that were dispensed by the Central Computer to Player Terminals, and the total number of tickets in each such category that were sold at each Terminal;

3.4.4 The time and date that each Subset was transmitted to the Central Computer;

3.4.5 The time and date that the game was completed or removed from play;

3.4.6 The final payout percentage of the game; and

3.4.7 The sequence in which each ticket was dispensed from each Subset.

3.5 Software Auditing Tool to Be Made Available. For auditing and security purposes, any Tribal Lottery System shall include and have available for the SGA and the TGA a secure software tool to audit each Game Set and Subset which provides the same data as set forth in Section 3.3 and 3.4, provided that such tool shall be used only during authorized audits of

Tribal Lottery System games and operations, or in cases of player disputes, and shall not be used for any other purpose without the consent of the TGA and the SGA.

### 3.6 No Auditing of Game Sets While in Play; Dispute Process

3.6.1 No Audit of Set While in Play. In order to provide maximum game integrity, no audit or other determination of the status of any Game Set or any Subset, including but not limited to a determination of the prizes won or prizes remaining to be won, shall be conducted by anyone, including TGA and SGA personnel, while a Subset is in play without causing termination of the entire Game Set from which the Subset was derived as provided in Section 3.6.3.

3.6.2 Dispute Resolution: Impact on Game Set Play. In the event of a dispute by a player that cannot be resolved by ordinary means by Gaming Facility personnel as to the outcome, prize, wager made, or any other aspect of the player's participation in a Game Set being played, all relevant data shall be immediately collected, including but not limited to all meter readings, memory records, surveillance tapes, and any other reports or information regarding play at the Terminal for the play in dispute. Following the collection of all relevant data, the TGA shall be notified and requested to make an evaluation of whether or not the dispute involves the integrity of the hardware or software being used and to try and resolve the dispute. A report of all disputes shall be maintained by the TGA. If the dispute is not resolved within 72 hours from the time of the complaint, the TGA shall immediately forward a report to the SGA detailing the nature of the dispute. In the event the dispute is resolved, the TGA is not obligated to report to the SGA, but shall make TGA reports available for review.

3.6.3 Termination of Game Set. Protection of game integrity, even if it requires the early withdrawal of a Game Set from play, shall be the primary goal of this Appendix. If resolution of a patron dispute requires access to data or records stored on any part of a system other than the Player Terminal involved in the dispute, and such access can only be accomplished through a means by which data would be revealed that could materially assist anyone in

determining the likelihood of a particular ticket being drawn, other than information available to all patrons, the Game Set shall be terminated prior to accessing such data or records.

3.6.4 TGA/SGA Disputes. In the event there is a dispute between the TGA and SGA at any point in the above process, it shall be resolved in accordance with the dispute resolution process for such issues set forth in the compact.

### 3.7 Manufacturing Computer

3.7.1 Security from Alteration, Tampering, or Unauthorized Access. The Manufacturing Computer shall provide a physical and electronic means, by use of a password or other method approved by the TGA and SGA, for securing the Game Set against alteration, tampering, or unauthorized access. The Manufacturing Computer shall provide a means for terminating the Game Set if unopened ticket information from an operating Game Set or Subset has been accessed except as permitted in this Appendix. The Gaming Test Laboratory shall certify that such security system, and a means for monitoring its use in accordance with this Appendix, is included in the system before it may be authorized for use.

3.7.2 Primary Purpose; Separation. The Manufacturing Computer shall be dedicated primarily to those Tribal Electronic Scratch Ticket gaming system functions related to the creation of Scratch Ticket Game Sets and the creation, randomization, and transmittal to the Central Computer of Scratch Ticket Subsets. It shall also be capable of generating the data necessary to provide the reports required in this Appendix. Notwithstanding the foregoing, the Manufacturing Computer may also be used for other computer functions in the Tribal Lottery System or Electronic Accounting System if such use will not affect the integrity or outcome of any game.

3.7.3 Storage Medium; Backup. The Manufacturing Computer shall have a medium for securely storing Electronic Scratch Ticket Game Sets and Subsets on the Manufacturing Computer which shall be mirrored on line by a backup medium within the same

cabinet or enclosure. The Manufacturing Computer shall also provide a means for storing on it duplicates of the Subsets already transmitted to the Central Computer so as to reflect, on an ongoing basis, changes in the transmitted Subsets as they occur. In addition, duplicates of the Sets and Subsets, as created and stored on the Manufacturing Computer, shall be stored in a secure enclosure in the Gaming Facility separate from the Manufacturing Computer. All storage shall be through an error checking, nonvolatile physical medium, so that should the primary storage medium fail, the functions of the Manufacturing Computer and the process of auditing those functions can continue with no critical data loss.

3.7.4 Randomization. The Manufacturing Computer shall utilize randomizing procedures in the creation of the subsets. The randomizing procedures shall be in accordance with Section 6.0 of this Appendix.

3.8 Central Computer Used in Connection With Electronic Scratch Ticket Game. The following requirements apply to any Central Computer used in connection with an Electronic Scratch Ticket Game.

3.8.1 Dispensing of Tickets. The Central Computer shall dispense, upon request from a Player Terminal, an electronic Scratch Ticket.

3.8.2 Order of Scratch Tickets. The Central Computer shall maintain Electronic Scratch Ticket Subsets in the order received from the Manufacturing Computer, and transmit them in that order to Player Terminals on demand, provided that not less than two (2) nor more than five (5) Subsets per Game Set shall be dispensed in accordance with a predetermined order for rotating the Subsets. Subsets from more than one Game Set may be stored on the Central Computer and made available for play at the same time.

3.8.3 Storage Medium; Backup. The Central Computer shall have a medium for storing Electronic Scratch Ticket Game Subsets and reflecting their current status of play, which shall be mirrored on line by a backup medium within the same cabinet or enclosure, and on

another medium in the Manufacturing Computer. All storage shall be through an error checking, nonvolatile physical medium, so that should the primary storage medium fail, the functions of the Central Computer can continue with no critical data loss.

3.8.4 No Randomization Capability. The Central Computer shall have no randomization capability associated with its use in an Electronic Scratch Ticket game.

3.9 Player Terminals Used in Electronic Scratch Ticket Games. Player Terminals used in connection with Electronic Scratch Ticket Games shall conform to the requirements of Section 5.0.

#### SECTION 4. TRIBAL ON-LINE LOTTERY GAME SYSTEM

4.1 Description of System Operation. Tribal On-line Lottery Games shall be played in accordance with the following provisions:

4.1.1 A player initiates participation in On-line Lottery Games at a Player Terminal, using Game Play Credits from the Cashless Transaction System which are displayed on the terminal video monitor. Play may also be initiated through a Player Terminal dedicated to On-line Lottery Games, or a clerk-operated Player Terminal. References herein to player activity and interaction with a Player Terminal in connection with an On-line Lottery Game shall also mean activity and interaction by a clerk on behalf of a player.

4.1.2 The Player Terminal video monitor displays one or more of the On-line Lottery games that are offered by the system, as well as other information such as graphics, game play, and outcome information, and entertainment effects, subject to the limitation in Sections 5.2.2 and 5.2.3. The player chooses a particular game by touching the screen, pressing a button, or performing some other form of interaction with the Player Terminal.



4.1.3 Following the player's choice of a game or games, the player selects numbers, symbols or other data to be matched in the game by pressing buttons or touching the video screen. The Player may also make such selections through the "quick pick" method. The player then uses Game Play Credits displayed on the terminal monitor to purchase one or more On-line Lottery Game Tickets representing such selections, for drawings to be held in the future.

4.1.4 Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed \$5.00. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

4.1.5 The player's wager and selected numbers, symbols or other data to be matched in the game, along with information identifying the drawing(s) to which they apply, are provided to the player in some tangible means, such as by electronic encoding or printing on a paper, card or other medium. In addition, the numbers, symbols or other data selected may be displayed on the Player Terminal.

4.1.6 The player is then entered into one or more future On-line Lottery Games, which are conducted through drawings held on the Central Computer.

4.1.7 All drawings for any game are conducted within a period of 5 minutes or less, and all drawings for all games offered are held within that period. Drawings are held on a regularly scheduled basis and regardless of whether any player is enrolled in a particular On-line Lottery Game. Games take place no more frequently than thirty minutes apart, determined by when the first drawing in a game occurs. No more than five different On-line Lottery Games are offered at a time, unless the State increases the number of On-line Lottery Games it is now playing, thereby entitling the Tribe to increase the number of games it offers in accordance with the rules for doing so.

4.1.8 A Player Terminal may display a player's entry into an On-Line Lottery Game and the commencement of that game. The form of displaying information may be

entertaining and at the discretion of the Tribe, except as limited in Sections 5.2.2 and 5.2.3. For example, the terminal may alert the player through means of a count-down that the drawing in which the player is entered is about to occur. Information regarding prizes that may be awarded for each game are made available to the player prior to commencement of the game.

4.1.9 Following each drawing, the results are displayed and made available in accordance with the rules set forth in Section 4.4. Players win if their selections match a required number of drawn numbers or symbols, in accordance with the predetermined and published rules for that particular game. Results and prizes are verified in accordance with the rules set forth in Section 4.4, and are paid in Game Play Credits except where, due to the size of the prize, the rules specify some other method of payment. Prizes may also be awarded in the form of merchandise or other valuable property.

4.1.10 Game Play Credits earned as prizes remain displayed and available for use in further play from that terminal. Game Play Credits also may be electronically transferred through the Cashless Transaction System, such as to a) a player's account in the Central Accounting System, b) a ticket or receipt printed by the Player Terminal, or c) a "smart" card or similar instrument. Once transferred, Game Play Credits may be a) used for further play on another terminal or b) redeemed for cash or cash equivalents through a cashier or other separate redemption system. Merchandise or other property won is collected in accordance with the rules of the game.

4.2 Central Computer Used for On-Line Lottery Game. The following requirements apply to any Central Computer used in connection with an On-line Lottery Game.

4.2.1 Introduction. A Central Computer may, in addition to being available for use in connection with Electronic Scratch Ticket Games, be utilized in the On-line Lottery Game. The rules in this Section 4.2 govern that activity.

4.2.2 Randomization Capability. The Central Computer shall have randomization capability associated with its use in an On-line Lottery Game only. All drawings shall be on a random basis, using the randomization requirements set forth in Section 6.0.

4.2.3 Independent Drawings; Schedule of Drawings. Drawings on the Central Computer shall occur independently of any Player Terminal activity and regardless of whether or not players are enrolled in a game. On-line Lottery Game drawings shall be held on a regularly scheduled basis in intervals of no less than 30 minutes. Once a drawing period begins, all drawings during that period must be drawn within 5 minutes. Each drawing shall have its own identifying serial number.

4.2.4 Limit on Number of On-Line Lottery Games. The Tribe may have no more than five (5) On-Line Lottery Games in play at one time. Such games may be offered on more than one system within the facility. The number of games offered may be increased if, and by the same number, the State Lottery increases the number of On-line Lottery Games it offers.

4.3 Player Terminals Used for On-Line Games. Player Terminals used in connection with On-line Lottery Games shall conform to the requirements of Section 5.0. The following provisions shall also be applicable:

4.3.1 A Player Terminal may, in addition to being available for use in connection with Electronic Scratch Ticket Games, be used to play On-Line Lottery Games. The On-line Lottery Game may also be played from a Player Terminal dedicated to selling On-Line lottery tickets or by a clerk operating a Player Terminal for such purposes. References to Player Terminals herein shall include such dedicated and clerk-operated terminals.

4.3.2 The Player Terminal shall enable a player to select numbers, symbols or other data, through touching the screen or pressing one or more buttons on the terminal. The player may also ask for a "quick pick" selection via the use of a random number generator

located in the Player Terminal and used solely for the On-line Lottery Games, provided that such random number generator shall meet the criteria set forth in Section 6.0.

4.3.3 The player's wager and selected numbers, symbols or other data, along with information identifying the drawing(s) to which they apply, shall be provided to the player through the Player Terminal in some tangible means using electronic encoding or printing on paper, card or other medium. Such information may also be displayed on the screen for review by the player.

4.4 Verification and Viewing Requirements for On-Line Game Results. The results of each On-line drawing on a Central Computer shall be available for display on a Player Terminal on demand by players enrolled in such games, and may be made available on one or more scoreboards, video screens or other electronic display devices sufficiently visible to enable players and other observers, including those not at Player Terminals, to view the outcome of the game. Printed result reports shall be made available in accordance with Section 4.5.

4.5 On-Line Lottery Game Records. The following records with respect to each On-Line Lottery Game shall be maintained and be viewable both electronically and if requested, by printed report, upon demand: The outcome of each drawing including all numbers drawn, the sequence of drawing, prizes available, prizes won (whether or not redeemed), and related information. Such reports shall be made available in the casino for player reference for up to 30 days following the close of any drawing period.

4.6 Redemption Period. Prizes may be redeemed by players for a period of no less than 48 hours following the drawing in any On-line Lottery Game.

4.7 Other Game Rules. The specific rules and prize structures for each On-line Lottery Game may vary, and shall be made available to players prior to making any wagers on that game. The rules shall indicate when, in relation to the commencement of the first drawing in a game, no further wagers on that game may be made. Each On-line Lottery Game may offer

more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed \$5.00.

4.8 Prizes; Jackpots. Every On-line Lottery Game must have at least one "jackpot" level prize paid, when won, from a lottery prize pool into which a percentage of each player's wagers, as set forth in the rules for that game, is placed and in which the Tribe shall have no interest. The prize pool may be seeded from time to time by promotional payments or interest-free loans from the Tribe. Jackpot prizes not won in a particular game shall be rolled forward into a future game in accordance with rules for disposing of such prizes. Rollover funds may replace the need for seeding a pool if the amount of such rollover funds exceeds the minimum prize available under the rules of that game. The player pool fund may not be used for any purpose other than payment of the jackpot prize.

## SECTION 5. PLAYER TERMINALS

All Player Terminals shall conform at a minimum to the requirements of this Section 5.0.

5.1 Use as a Stand-Alone Gambling Device Prohibited. No Player Terminal shall be capable of being used as a stand-alone unit for the purposes of engaging in any gambling game, including but not limited to the lottery games described in this compact, or in any other way prohibited in this Appendix.

5.2 Features. Player Terminals shall include the following features:

5.2.1 Operation through the Cashless Transaction System;

5.2.2 One or more of the following: A video monitor, electro-mechanical display, printer, graphics and signage, provided that slot machine-type spinning reel mechanisms are prohibited in mechanical form or, prior to commencing the process of revealing an Electronic Scratch Ticket, in video display form; and

5.2.3 One or more of the following: electronic buttons, touch screen capability, and a mechanical, electro-mechanical or electronic means of activating the game and providing player input, including a means for making player selections and choices in games, provided that slot machine-type handles are prohibited.

5.3 Non-Volatile Backup Memory Required. A non-volatile backup memory or its equivalent shall be maintained in a secure compartment on each Player Terminal for the purpose of storing and preserving a redundant set of critical data which has been error checked in accordance with this Appendix, and which data shall include, at a minimum, the following Player Terminal information:

5.3.1 Electronic Meters required by this Appendix;

5.3.2 Recall of all wagers and other information associated with the last ten (10) Electronic Scratch Ticket plays and the last ten (10) On-Line Lottery Games played; and

5.3.3 Error conditions that may have occurred on the Player Terminal.

5.4 On/Off Switch. An on/off switch that controls the electrical current that supplies power to the Player Terminal must be located in a secure place that is readily accessible within the interior of the Player Terminal.

5.5 Static Discharge/Interference. The operation of each Player Terminal must not be adversely compromised or affected by static discharge, liquid spills, or electromagnetic interference.

5.6 Accounting Meters. A Player Terminal must have electronic accounting meters which have tally totals to a minimum of eight (8) digits and be capable of rolling over when the maximum value of at least 99,999,999 is reached. The Player Terminal must provide a means

for on-demand display of the electronic meters via a key switch or other secure method on the exterior of the machine. Electronic meters on each Player Terminal for each of the following data categories for Electronic Scratch Ticket games and On-line Lottery Games are required:

5.6.1 Credits, or equivalent monetary units, wagered on a cumulative basis on that terminal;

5.6.2 If a Player Terminal offers more than one Electronic Scratch Ticket Game for play, then for each game, the meter shall record the number of credits, or equivalent monetary units, wagered and won for each game;

5.6.3 Hand-Paid and progressive jackpots paid for that terminal, which must include the cumulative amounts paid by an attendant for any such jackpot not otherwise metered pursuant to Section 5.6.2;

5.6.4 The number of Scratch Tickets purchased on the terminal;

5.6.5 The number of On-line Lottery wagers made on that terminal;

5.6.6 If a Player Terminal offers more than one Electronic Scratch Ticket Game for play, the meter shall record the number of Scratch Tickets purchased for each game; and

5.6.7 The number of times the cabinet door is opened or accessed.

5.7 No Automatic Clearing of Accounting Meters; Reading and Resetting Meters.

Under no circumstances shall the Player Terminal electronic accounting meters be capable of being automatically reset or cleared, whether due to an error in any aspect of its or a game's operation or otherwise. All meter readings must be recorded and dated in the presence of a TGA inspector both before and after an electronic accounting meter is cleared.

5.8 Display of Information. At a minimum, each Player Terminal shall have the following game information available for display on the video screen and/or displayed on the Player Terminal itself, in a location conspicuous to the player:

5.8.1 The rules of the game being played;

5.8.2 The maximum and minimum wagers and the amount of credits, or cash equivalents, which may be won for each Electronic Scratch Ticket and On-line Lottery Game offered through that terminal;

5.8.3 The player's credit balance;

5.8.4 The outcome of the Electronic Scratch Ticket(s) then being played; and

5.8.5 Any prize won on the Electronic Scratch Ticket(s) then being played.

5.9 Protection of Displayed Information. The video screen or other means for displaying game rules, outcomes and other game information shall be kept under a glass or other transparent substance which places a barrier between the player and the actual surface of the display. At no time may stickers or other removable media be placed on the Player Terminal's face for purposes of displaying rules or payouts.

5.10 Hardware Switches Prohibited. No hardware switches may be installed on a Player Terminal or any associated equipment which may affect the outcome or pay out of any game for which the Player Terminal is used. Switches may be installed to control the ergonomics of the Player Terminal.

5.11 Networking Requirements. Where the Tribe's Tribal Lottery System or components are linked with one another in a local network for progressive jackpot, function sharing, aggregate prizes or other purposes, communication protocols must be used which ensure



that erroneous data or signals will not adversely affect the operations of any such system or components. No class III game or gaming system in which any part or component is located outside the Tribe's gaming facility shall be deemed approved as part of the approval of this Appendix. Any proposal for such game or gaming system, including the proposed rules, manner of regulation, and manner of play, shall require submission to, and approval by, the SGA and the Governor.

5.12 Prohibited Software Functions. Player Terminals shall not have software or hardware that determines the outcome of any Electronic Scratch Ticket Game. Nothing herein is intended to prohibit the Player Terminal from creating the appropriate Scratch Ticket and On-Line Game graphics and animation to correspond to, display or represent, in an entertaining manner, the outcome. In addition, Player Terminals shall not have any software that:

5.12.1 Determines which Scratch Ticket outcome from within the Scratch Ticket Subset is transmitted to the Player Terminal; or

5.12.2 Alters the amount of the payout of the Electronic Scratch Ticket as received from the Central Computer.

5.13 Quick-Pick Function. Nothing herein shall prohibit the use of a quick pick function on the Player Terminal in conjunction with the playing of the On-line Lottery Game.

5.14 Wagers: Displaying Electronic Scratch Ticket Outcomes. Players shall make wagers using a Player Terminal to purchase Electronic Scratch Tickets. Following a purchase, the Electronic Scratch Ticket shall be displayed on the Terminal's video screen for the purpose of revealing the outcome of the selected ticket, provided that players shall be required to physically interact with the terminal in order to reveal the outcome, such as by pressing a button or touching a video touch screen.

SECTION 6. STANDARDS FOR RANDOM NUMBER GENERATORS USED WITHIN THE TRIBAL LOTTERY SYSTEM

Any random number generation used in connection with the Tribal Lottery System must be by use of a microprocessor and random number generation program that meets the following random selection tests:

6.1 Chi-Square Analysis. Each card, symbol, number, or stop position which is wholly or partially determinative of the outcome of the game satisfies the 99 percent confidence limit using the standard chi-square analysis.

6.2 Runs Test. Each card, symbol, number, or stop position does not as a significant statistic produce predictable patterns of game elements or occurrences. Each card symbol, number, or stop position will be considered random if it meets the 99 percent confidence level with regard to the "runs test" or any generally accepted pattern testing statistic.

6.3 Correlation Analysis. Each card, symbol, number, or stop position is independently chosen without regard to any other card, symbol, number or stop position, drawn within that game play. Each card, symbol, number, or stop position is considered random if it meets the 99 percent confidence level using standard correlation analysis.

6.4 Serial Correlation Analysis. Each card, symbol, number, or stop position is independently chosen without reference to the same card, number, or stop position in the previous game. Each card, number, or stop position is considered random if it met the 99 percent confidence level using standard serial correlation analysis.

## SECTION 7. ELECTRONIC ACCOUNTING SYSTEM

One or more Electronic Accounting Systems shall be required to perform reporting and other functions in support of the Tribal Lottery Game activities described in this Appendix. These systems may communicate with the other computers described in this document utilizing the protocol standards set forth in Section 9.3. The Electronic Accounting System shall not interfere with the outcome of any gaming functions.

7.1 Revenue Reporting Requirements. The following reporting capabilities must be provided by the Electronic Accounting System:

7.1.1 Player Terminal Revenue Report. A revenue report for each Player Terminal must be made and maintained on a confidential and secure basis which, at a minimum of a daily and monthly basis, provides:

- a. The total amount won per prize level for each Electronic Scratch Ticket Game and the total amount won per On-Line Lottery Game; and
- b. The amount wagered per Game type.

7.1.2 Electronic Scratch Game Reports. An Electronic Scratch Ticket Game report must be made and maintained on a confidential and secure basis which, on a minimum of a daily and monthly basis, provides as to each Electronic Scratch Ticket Game Set in play:

- a. All subsets in play without revealing the unused tickets and/or prizes remaining in the Subset;
- b. All completed subsets;

- c. The total number of Scratch Tickets sold/unsold in each Game Set;
- d. The total prizes paid/remaining to be paid in each Game Set; and
- e. The total jackpot amounts paid in each Game Set.

7.1.3 Electronic Scratch Ticket Security. The data collected pursuant to Section 7.1.1 and 7.1.2 with respect to Electronic Scratch Ticket games shall not be accessed by anyone until after completion or termination of the game.

7.1.4 On-line Lottery Game Reports. An On-line Lottery Game report must be made and maintained on a confidential and secure basis which, at a minimum of a daily and monthly basis, provides as to each On-line Lottery Game, the following information:

- a. Total sales;
- b. Total won per prize level;
- c. Total won per Player Terminal; and
- d. Activity per jackpot prize, for the accounting period and to-date, per Section 7.1.5.

7.1.5 Jackpot Report. A jackpot report must be made which provides, for the accounting period and to-date:

- a. Amount seeded;
- b. Amount in reserve fund;

- c. Current jackpot;
- d. Contribution total;
- e. Total paid in prizes;
- f. Itemized jackpot awards; and
- g. Amount, time of award, and the Player Terminal on which the jackpot was won.

7.1.6 Liability Report. A liability report will be required on a daily and monthly basis at a minimum. It should provide a summary of the outstanding funds which carry from business day to business day. At a minimum, it must include:

- a. Amount of prizes which were awarded, but have not yet been claimed;
- b. Detail of prizes for which redemption period expired during this reporting period;
- c. Unredeemed Game Play Credits; and
- d. Expired Game Play Credits.

7.1.7 Master Reconciliation Report. A master reconciliation report must be available on a daily and monthly basis, at a minimum. It provides a summary of all daily sources of funds and disposition of funds, including the following:

- a. Funds collected from cashiers and cash exchange kiosks;

- b. Funds carried forward from prior business day, including liability from prizes awarded, but not paid out, prize pool balances, and reserve funds, etc.;
- c. Payments to players;
- d. Funds available to operator; and
- e. Tickets and prizes dispensed and played to reconcile with amount won.

7.1.8 Data Retention Requirements. Data necessary to audit compliance with the standards set forth in this Appendix shall be maintained for a minimum of 2 years, and in connection with determining randomness where applicable, for a minimum of 6 months. To the extent not inconsistent with the foregoing, data shall be retained and backed up by the Electronic Accounting System according to the following minimum requirements:

- a. Accounting records;
- b. Per Player Terminal, Cashier Terminal, or other points of cash exchange-daily records and meters: on-line for 6 months;
- c. Daily records and meters: off-line for 12 months;
- d. Game Set Records, as to each Player Terminal and by Game Set;
- e. The amount wagered and the amount won, daily by prize level, on line: 6 months;

- f. The amount wagered and the amount won, daily by prize level, off line: 6 months;
- g. On-line prize redemptions: 30 days;
- h. Dated cash vouchers: 30 days; and
- i. Undated bearer instruments: indefinitely or until instrument by its own terms expires.

## **SECTION 8. CASHLESS TRANSACTION SYSTEM SECURITY, REPORTING AND STORAGE REQUIREMENTS**

8.1 **Player Accounts.** The following requirements shall be met in connection with any Cashless Transaction System:

8.1.1 All player account information must be stored on at least two separate non-volatile media;

8.1.2 An audit file must be kept of all financial transactions against the account. This file must be stored in at least two separate non-volatile media, and be accessible for purposes of audit and dispute resolution to authorized individuals; this file must be available on-line for a minimum of 30 days, after which it must be available off-line for a minimum of 180 days;

8.1.3 Access controls must be in place to guarantee that unauthorized individuals will not have access to account information or history;

8.1.4 Passwords or personal identification numbers (PINs), if used, must be protected from unauthorized access;

8.1.5 All means for communicating information within the system shall conform to the protocol standards set forth in Section 9.3;

8.1.6 Player accounts shall follow accounting procedures which are designed to verify and protect the accurate recording of all player transactions;

8.1.7 Any card or other tangible instrument issued to a player for the purpose of using the Cashless Transaction System shall bear on its face a control or inventory number unique to that instrument.

8.1.8 Encoded bearer instruments printed or magnetic may include coupons and other items distributed or sold for game play, promotional, advertising or other purposes, but may not include cash. Such instruments must be in electronically readable form in addition to having unique identification information printed on the instrument face. The daily and monthly reporting must include with respect to such instruments:

- a. Cash converted to Game Play Credits;
- b. Outstanding unredeemed balance;
- c. Game Play Credits converted to cash;
- d. Game Play Credits wagered; and
- e. Game Play Credits won.

8.1.9 All customer accounts or instruments must have a redemption period of at least 14 days.



8.2 Smart Cards. Any "smart card" (i.e., a card generally made of plastic with a computer chip imbedded in it) system which the Tribe intends to implement as part of the Cashless Transaction System shall be tested by the Gaming Test Laboratory to ensure the integrity of player funds, following the standards applicable to system accounts set forth in Section 8.1. Any smart card must store on the card or on the system using the card an audit trail of the last ten (10) transactions involving the use of the card. Each transaction record must include, at a minimum, the type of transaction, the amount of the transaction, the date of the transaction, the time of the transaction, and the identification of the Player Terminal or cashier terminal or other points of cash exchange where the transaction occurred. The minimum daily and monthly reporting for smart card activity must include:

8.2.1 Total of cash transferred to smart cards;

8.2.2 Total of smart card amounts transferred to cash;

8.2.3 Total of smart card amounts transferred to Game Play Credits;

8.2.4 Total of Game Play Credits transferred to smart card amounts; and

8.2.5 Total unredeemed smart card balance.

8.3 Other Functions. Systems shall be permissible that allow player tracking, maintenance tracking, and other gaming management or marketing functions. These systems shall not interfere with, or in any way affect, the outcome of any Tribal Lottery Game being played. Systems shall be permissible that allow progressive prize management with the certification of the Gaming Test Laboratory and approval of the SGA.

## SECTION 9. GENERAL SECURITY REQUIREMENTS

The following requirements apply to all components of the Tribal Lottery System, including the Manufacturing Computer, the Central Computer, the Electronic Accounting System and Player Terminals.

9.1 Separation. The Manufacturing Computer, Central Computer and Player Terminals in each Tribal Lottery System shall be physically and operationally independent from one another except as specified otherwise in this Appendix, such as for communications, storage and security monitoring, including the routing of communications among system components, provided such routing does not affect the integrity of the communications or the outcome of any game.

9.2 Security. The Manufacturing Computer and Central Computer must be in a locked, secure enclosure with both camera coverage and key controls in place.

9.3 Secure Connections; DES or Equivalent Data Encryption. Connections between all components of the Tribal Lottery System shall only be through the use of secure communication protocols which are designed to prevent unauthorized access or tampering, employing Data Encryption Standards (DES) or equivalent encryption with changeable seeds or algorithms.

9.4 Surge Protection; Uninterrupted Power System (UPS). Each component of the Tribal Lottery System shall at all times be connected to a device which provides surge protection on any line that feeds it and, with the exception of Player Terminals, shall be connected to a temporary power source, such as a UPS, to provide means for an orderly shutdown of the computer in the event of a main power system failure.

9.5 Identification Plates. A non-removable plate shall be affixed to the exterior of each Manufacturing Computer, Central Computer and Player Terminal which shall have written

upon it the computer or Terminal's serial number, model number, name of the manufacturer and a unique location or inventory number.

9.6 Locked Areas. The Manufacturing and Central Computers shall at a minimum be enclosed in a locked and monitored cabinet. Access shall be through the use of keys secured as provided in Section 9.7. The Player Terminal shall have at a minimum the following separately locked areas, which shall be the only means of accessing any non-public part of the terminal: (a) a locked and monitored cabinet door; and (b) a locked microprocessor compartment.

9.7 Key Control Standards. Keys which provide access to any locked compartment, component or area of a Tribal Lottery System shall be maintained and used in accordance with the key control standards enacted in the Tribe's statement of minimum internal controls.

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

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

9.10 Cameras. Any Manufacturing Computer and storage related thereto, Central Computer and storage related thereto, and any Player Terminal, shall be monitored by camera and video recordings maintained thereof, in compliance with the requirements of the Compact.

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

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

10.1 Designation of Independent Gaming Test Laboratory. The SGA shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. Any Gaming Test Laboratory selected shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of electronic gaming systems and to otherwise perform the functions set forth in this compact. A Tribe may request additional laboratories be placed on the SGA's list of Gaming Test Laboratories which request shall not be reasonably withheld. Any laboratory that is currently licensed and approved by any state, province or country to test or evaluate electronic gaming devices or systems shall be placed on the list if after review by the SGA it is found to be so qualified and otherwise meets the background and licensing requirements applicable to such laboratories under Washington State Law. For any testing required under this Appendix, the Tribe shall choose a laboratory from those Gaming Test Laboratories on said SGA list. If, at any time, any of the Gaming Test Laboratory's licenses from any jurisdiction are suspended, terminated or subject to disciplinary actions, the Gaming Test Laboratories may be removed from the SGA's list. If removed from the SGA list, the Tribe shall choose a new Gaming Test Laboratory as provided herein.

10.2 Testing and Certification of Tribal Lottery Systems. No Tribal Lottery System may be offered for play unless:

10.2.1 Such Tribal Lottery System is approved by the SGA as provided in Section 10.3.

10.2.2 The Tribal Lottery System prototype thereof, has been tested and certified by the Gaming Test Laboratory as meeting the requirements specified by this Appendix;

10.2.3 If not already provided to the Gaming Test Laboratory, the Tribe shall provide, or require that the manufacturer provide to the Gaming Test Laboratory two (2) copies of Tribal Lottery System illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes, hexadecimal dumps (the compiled computer program represented in base 16 format), and any other information requested by the Gaming Test Laboratory. The Tribe shall make all such materials available to the SGA upon request;

10.2.4 If requested by the Gaming Test Laboratory, the Tribe shall require the Manufacturer to transport not more than two (2) working models of the Tribal Lottery System to a location designated by the laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the components of the Tribal Lottery System. If requested by the Gaming Test Laboratory, the Tribe shall require the Manufacturer to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis.

10.2.5 At the conclusion of each test, the Gaming Test Laboratory shall provide to the SGA and the TGA a report that contains findings, conclusions and a certification that the Tribal Lottery System conforms or fails to conform to the requirements contained in this compact. If the Gaming Test Laboratory determines that the device fails to conform to such requirements or technical standards, and if modifications can be made which would bring the Tribal Lottery System into compliance, the report may contain recommendations for such modifications. The State is not bound by the findings, conclusions or certifications of the Gaming Test Laboratory for purposes of its enforcement of the provisions of this compact.

10.3 Approval by the SGA. Upon receiving the certification from the test laboratory, the SGA shall either approve or disapprove the Tribal Lottery System or component thereof based on the technical criteria contained in this Appendix, within sixty (60) days of receipt of the certification as to any new Tribal Lottery System or component thereof, and within fifteen (15) days of the receipt of the certification as to any modification to a system which has already been approved by the SGA. The certification shall be deemed approved if no action is taken thereon by the SGA within said sixty (60) or fifteen (15) day period, as may be applicable. Any disputes arising out of the approval process in this Section 10.3 shall be resolved in accordance with the binding arbitration provisions of the Compact.

10.4 Modifications of Approved Lottery Systems; Emergency Certifications. No modification to any Tribal Lottery System may be made after testing, certification and approval of a Tribal Lottery System without certification of the modification by the Gaming Test Laboratory under Section 10.2 and approval thereof by the SGA under Section 10.3. In situations where immediate modifications are necessary to preserve the integrity of a Tribal Lottery System which has been operating pursuant to an approval obtained under section 10.3, the Gaming Test Laboratory may issue an emergency certification of the modification and that it must be made immediately to preserve the integrity of the Tribal Lottery System. Such emergency certifications shall be deemed to be temporarily approved by the SGA and remain in effect until the SGA takes action on the certification, which shall be governed by section 10.3, provided that no emergency certification shall be valid or effective until actually approved by the SGA if it was not received by the SGA within 5 days after being issued.

10.5 Manufacturer's Conformity to Technical Standards. Before any component of a Tribal Lottery System may be placed into operation, the Tribe shall first have obtained and submitted to the SGA a written Certification from the manufacturer that upon installation, each such component: (a) conforms to the specifications of the Tribal Lottery System as certified by the Gaming Test Laboratory; and (b) operates and plays in accordance with the requirements of this Compact. Authorization to operate a Tribal Lottery System requires that it operate and play in accordance with the requirements specified by this Appendix; provided that while the failure

of such Tribal Lottery System to comply with such requirements will suffice as a grounds to enjoin or otherwise terminate said Tribal Lottery System's operation, such non-compliance will not be deemed a violation of this Compact as long as the Tribe has relied in good faith on the certification of the manufacturer.

10.6 Payment of Gaming Test Laboratory Fees. The Tribe shall be responsible for the payment of all Gaming Test Laboratory fees and costs in connection with the duties described in this compact. The Tribe shall provide copies of all Gaming Test Laboratory invoices and payments by the Tribe to the SGA, which shall have the right to audit such fees. In order to assure independence of the Gaming Test Laboratory, any Gaming Test Laboratory Payment delinquency by the Tribe of fees or costs due to the Gaming Test Laboratory may be grounds by the SGA for rejecting such laboratory's reports or certification.

10.7 Gaming Test Laboratory Duty of Loyalty. The Tribe shall inform the Gaming Test Laboratory in writing that, irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State and the Tribe.

10.8 Random Inspections. The Tribe shall allow the SGA to inspect any components of the Tribal Lottery System for the purposes of confirming that such component is operating in accordance with the requirements of this compact and that such component is identical to that tested by an Independent Test Laboratory. Inspections shall be pursuant to the Facility access rules set forth in the Compact.

10.9 SGA to be Supplied Model of Player Terminal and System. If not already provided to the SGA, the SGA shall, upon request, be supplied a Player Terminal Central Computer and Manufacturing Computer to be held at the SGA's offices for purposes of determining compliance with these technical requirements.

## SECTION 11. ALTERNATIVE STANDARDS PERMITTED

Notwithstanding anything in this Appendix to the contrary, the SGA and Tribe may agree on alternative provisions to those set forth herein, provided such provisions adequately preserve and protect the integrity and security of any game or gaming system or component, or accounting or auditing system or component, affected thereby.

## SECTION 12. TRIBAL LOTTERY SYSTEM TERMINAL ALLOCATIONS

12.1 Initial Allocation. During the first year of operations under this Appendix, the Tribe shall be entitled to an allocation and operation of 425 Player Terminals ("Allocation").

12.2 Compliance Requirement. Following one year of operation, the SGA shall conduct a review of the Tribal Lottery System operation to determine whether the requirements set forth in Sections 12.2.1 through 12.2.5 have been satisfied. If the operation is in compliance, the Tribe's Allocation shall be increased to 675 Player Terminals. The following requirements shall be met:

12.2.1 There have been no violations of the provisions of the Compact that have resulted in sanctions imposed by the Federal District Court;

12.2.2 There have been no violations of the Compact which are substantial or would be deemed material due to repetition;

12.2.3 There have been no material adverse impacts on the public safety or welfare of the surrounding communities in the nature of criminal activities directly related to the operations of the Class III gaming facility;

12.2.4 Any changes in the operating requirements which are necessary to accommodate the increase in terminals have been implemented; and



12.2.5 All fees due from Tribe under Section 13 have been paid, or in the alternative either a memorandum of understanding with the SGA ("MOU") has been entered into or an arbitration has been demanded, has not been resolved, and the Tribe has complied with the provisions of Section 13.5.

12.3 Compliance Review. Upon written request by the Tribe to review its compliance with the requirements set forth in Section 12.2, the SGA shall determine within 45 days if there has been such compliance, and shall notify the Tribe of its determination. If no notice of determination is provided to the Tribe within 10 days after due, the Tribe shall be deemed to be in compliance with Section 12.2 provisions. If the State Gaming Agency determines that the Class III operation has not satisfied such requirements, any resulting dispute will be resolved through the binding dispute resolution procedures set forth in this Compact.

12.4 Further Conditions. Provided the requirements of Sections 12.2.1 through 12.2.5 have been met and so determined by the SGA, or have been deemed to be so determined, the Tribe may increase the number of Player Terminals it is authorized to operate above the number of Terminals in its Allocation, up to a maximum of 1500 Player Terminals per facility, by acquiring allocation rights from any tribe which has entered into a compact authorizing operation of a Tribal Lottery System consistent with this Appendix ("Eligible Tribe"), or may transfer some or all of its Allocated Player Terminals to an Eligible Tribe, subject to the following conditions:

12.4.1 The Tribe agrees that its acquisitions and transfers of Player Terminals shall be made only pursuant to a plan approved by no less than a majority of the tribes that were Eligible Tribes at the time such plan was adopted. Development and approval of the plan shall follow notice to all Eligible Tribes and an opportunity to participate in creating the plan. Once adopted or amended, the plan shall stay in effect without change for at least one year, even if additional tribes become Eligible Tribes thereafter, but such additional tribes may participate in the plan. Changes in the plan shall not affect the validity or terms of prior transactions conducted

between or among tribes under the plan. The State shall have no responsibility whatsoever with respect to the plan, including but not limited to responsibility for providing notices to tribes, determining if the plan has been agreed to properly, monitoring its rules or implementation, or any other aspect of such plan, the entire responsibility for which shall be upon the Eligible Tribes.

12.4.2 The Tribe may transfer up to its full Allocation of Player Terminals to any other Eligible Tribe provided that it waives the right to operate that number of Player Terminals which it has so transferred.

12.4.3 The Tribe may not operate any Player Terminals acquired from any other Tribe's allocation until 30 days has elapsed following delivery to the State of a complete set of the documents which govern the transfer.

12.5 Other Circumstances. Notwithstanding anything in this Section 12 to the contrary, in the event the State agrees (or is required by law or a court ruling to agree) to permit an allocation of Player Terminals to a tribe which is greater, or is on terms which are more favorable, than as set forth herein, the Tribe shall be entitled to such greater Allocation or more favorable terms.

### SECTION 13. STATE REGULATORY FEES

13.1 Payment of Outstanding Fees. All regulatory fees which have been billed by the SGA to the Tribe, covering services through the most recent billing period, shall be paid prior to the Tribe being authorized to operate the Tribal Lottery Systems set forth in this Appendix. This requirement shall be deemed to have been met with respect to any fees as to which either a) a MOU has been entered into regarding such fees and the Tribe has paid all fees due through the most recent billing period as stated above, or b) an arbitration has been demanded and has not been resolved and the Tribe has made the payments and deposits required under Section 13.5.

13.2 Set-up Fee. As part of the recoverable cost of regulating Tribal Lottery Systems under this Appendix, the State shall be entitled to the reasonable cost of initially setting up such regulation ("Set-up Fee"), which shall not exceed for all Eligible Tribes, in the aggregate, the sum of \$250,000. The Tribe acknowledges that the SGA's ability to regulate Tribal Lottery Systems, and thus the implementation of this Appendix, is contingent on the receipt by the SGA of an advance deposit to be credited against the Set-up Fee in the full amount of \$250,000 ("Set-up Deposit"). The Tribe agrees to cooperate and participate on a fair and pro rata basis (i.e., dividing the entire amount due by the number of Eligible Tribes at the time such determination is made) in any agreement among the Eligible Tribes with respect to the Set-up Deposit, which shall be paid to the SGA on the following minimum terms:

13.2.1 \$85,000 shall be received by the SGA within three months following the effective date of this Appendix;

13.2.2 \$85,000, plus any fees not yet paid under Section 13.2.1 provisions, shall be received by the SGA no later than six months following the effective date of this Appendix; and,

13.2.3 the remaining \$80,000 and any other amounts not yet paid under Sections 13.2.1 and 13.2.2 shall be received by the SGA prior to the Tribe's operation of the Tribal Lottery System.

13.3 Payment of Tribe's Share of Set-up Fee. As a condition to the Tribe's operation of the Tribal Lottery System under this Appendix, the Tribe shall deposit with the SGA its pro-rata share of the Set-up Deposit if the actual costs comprising the Set-up Fee have not yet been determined, or if so, of the Set-up Fee. In the event the Tribe pays the SGA more than its pro-rata share of the Set-up Deposit or, after the actual costs are determined, the Set-up Fee, it shall be reimbursed by way of future Regulatory Fee credits based on the collection by the SGA of additional pro-rata payments from other Eligible Tribes, the addition of such tribes and resulting recalculation of the pro-rata amount per tribe, or both, as the case may be. The pro-rata amount

per tribe shall be redetermined by the SGA at least once a year to take into account the collection of further tribal pro-rata payments or the addition of new Eligible Tribes, and further credits due as a result thereof shall be applied to the next billing period.

13.4 Annual Regulatory Fees. The Tribe agrees to pay its share of the SGA's actual costs which are reasonably incurred in order to commence and carry out its regulatory functions with respect to the Tribe's gaming under this Appendix, through the payment of an annual Regulatory Fee. For the sake of convenience and efficiency, the Regulatory Fee shall also include any actual costs which were incurred by the SGA in connection with the Tribe's class III gaming other than those authorized under this Appendix, and shall supercede provisions in the Compact with respect to the imposition of such fees therein. "Actual costs" as used herein shall mean those costs that were reasonably incurred in order to protect the honesty and integrity of the gaming being operated by Tribe under, and to monitor the Tribe's compliance with, the Compact. Costs incurred in common for more than one tribe shall be allocated among such tribes. For purposes of this section 13, prior years' actual costs shall be based on the actual costs incurred for the twelve months ending September 30. Regulatory Fees shall be paid as follows:

13.4.1 First Year Regulatory Fees. With respect to the Regulatory Fee for the first calendar year or portion thereof commencing with the date of this Appendix, the SGA shall estimate its reasonable cost of regulating the Tribe's operation based on the prior billing year's actual costs incurred in connection with class III gaming other than as governed by this Appendix. The Tribe's Regulatory Fee for the first year shall be subject to adjustment as provided in Section 13.4.2 and 13.4.3. The total Regulatory Fee due from the Tribe for the first year, shall be due and payable in accordance with Section 13.4.3.

13.4.2 First Year Regulatory Fees for Tribal Lottery System. Upon commencement of operations of a Tribal Lottery System, the SGA shall make a good faith estimate of the cost of regulating the Tribe's activities under this Appendix for the remainder of the calendar year and shall adjust the Tribe's Regulatory Fee for that year established under 13.4.1 or 13.4.3 accordingly.

13.4.3 Subsequent Years. Notwithstanding anything in the Compact to the contrary, the Regulatory Fees for all class III activities under the Compact, including those applicable to the activities described in this Appendix (except for the first year fees set by estimate as provided in Sections 13.4.1 and 13.4.2, shall be set by determining the actual cost of regulating all of Tribe's class III activities in the preceding year and setting and adjusting the coming year's Regulatory Fee based thereon. If the previous year's Regulatory Fee exceeded the SGA's actual cost of regulation, any excess which was paid will be applied as a credit to the payment of Regulatory Fees in such next year. In the alternative, the Regulatory Fee may be set by agreement between the Tribe and the SGA reached through good faith negotiations commenced at the request of the Tribe, the terms of which may include a fixed amount without subsequent adjustment if both parties, at their sole discretion, agree.

13.4.4 Billing and Payment. The SGA shall notify the Tribe of the forthcoming Regulatory Fee at least 45 days prior to its becoming due. Other than as may be provided in connection with a negotiated fee, Regulatory Fees may be paid for an entire year in advance of the date on which the billing year commences, or within 45 days of being notified of the forthcoming year's Regulatory Fee, whichever last occurs, in which event the Tribe shall receive a 10% discount. Regulatory Fees which are so paid and discounted shall not be subject to any retroactive adjustment based on the prior year's estimate having been over the actual costs of regulation. Except for a negotiated fee that provides otherwise, or payment in advance, Regulatory Fees shall be paid in no more than 12 equal monthly installments, each of which shall be due on the first day of each month, which monthly payments shall commence on the first day of the first month of the billing year, or within 45 days following notification of the amount of the forthcoming year's Regulatory Fee, whichever is later.

13.5 Regulatory Fee Disputes. If the Tribe disputes the State's determination of the Regulatory Fee, the Tribe shall pay no less than the amount of the fee which is not in dispute to the SGA when due and deposit the disputed amount into an escrow account that is restricted until such dispute is resolved. The dispute will be resolved pursuant to the binding arbitration

provisions of this Compact. If the Tribe fails to make the required payment to the SGA or deposit into escrow, the State may pursue any of the remedies set forth in the Compact for the Tribe's breach thereof.

#### SECTION 14. OTHER PAYMENTS

In order to provide for impacts to local community services that may arise as a result of the gaming authorized under this Appendix, the following payments shall be made from revenues derived from Tribal Lottery System activities on the terms and conditions set forth below:

14.1 Impact Costs. Up to one-half of one percent (0.5%) of the net win derived from Tribal Lottery System activities, determined on an annual basis, shall be added to any amounts payable and distributable from other class III activities under the Compact in order to meet community impacts, to the extent such Compact amounts are insufficient to meet actual and demonstrated impact costs;

14.2 Charitable Donations. One-half of one percent (0.5%) of the net win derived from Tribal Lottery System activities, determined on an annual basis, shall be donated to non-tribal bona fide non-profit and charitable organizations in the State of Washington; and

14.3 Community Impacts. Up to one-half of one percent (0.5%) of the net win derived from the Tribal Lottery System, determined on an annual basis, determined by deducting from one percent of said net win the amounts actually paid under Sections 14.1 and 14.2 in said year, shall be applied to Tribal governmental programs which have an impact on the community by assisting the Tribe and its members in become self-sufficient, such as programs concerned with Tribal law enforcement, education, housing, health, elderly care, safety, and gaming regulation.

14.4 Payment. The payments set forth in Section 14.1 through 14.3 shall be subject to the following:

14.4.1 As used in this Section 14 and applied to revenues from the Tribal Lottery System, the term "net win" shall mean the total amount of Tribal Lottery System revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts repaid to winners), less any cost of developing, licensing, or otherwise obtaining the use of the Tribal Lottery System.

14.4.2 Because IGRA requires that the Tribe be the primary beneficiary of gaming revenues, no donation shall be due under Section 14.2 in any Tribal fiscal year in which the Tribe has not made a profit from its class III operation, taking into account the effect of such donation if made. As used herein, the term "profit" shall mean net profits associated with the operation of all class III gaming by the Tribe, as determined under GAAP, but without deduction for depreciation;

14.4.3 The Tribe and the State acknowledge that the Tribal Lottery System is a new and untested gaming system, which will have substantial start-up costs and uncertainties associated with it. In order to provide a means for adjusting for such uncertainties and expenses, the amounts due from Tribe under Sections 14.1, 14.2 and 14.3 shall be reduced by one-half as to the first year's revenues and payments, and by one-quarter as to the second year's revenues and payments.

## SECTION 15. MORATORIUM

15.1 Three year moratorium. The Tribe agrees to seek no amendment to the compact with respect to the subject matter of gambling devices for a period of three (3) years from the date of execution of this Amendment by the Governor of the State of Washington, except in the following circumstances:

15.1.1 Federal or State law is amended to authorize any gambling devices now prohibited in the State and not governed by this Appendix;

15.1.2 A State or Federal Court within the State of Washington or a Federal Court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation by any person, organization or entity to use a gambling device that was not deemed by the State to be authorized at the time this Compact amendment was executed, or is not authorized by this Compact; or

15.1.3 Any other tribe located in the State of Washington obtains through a Compact, or Compact amendment, or any person or entity (including the State Lottery) is licensed to use or places in use, any type or number of Class III - type gambling device or equipment which is materially different from or allows a greater quantity per location than that which is authorized by this Compact. In such event the Tribe shall be entitled to use such equipment or increase their allocation to a like number, subject to good faith negotiations with the State regarding the use and regulation of such equipment, which negotiations shall be subject to the dispute resolution provisions of this Compact.

15.2 Technical Changes. Nothing in this Section shall prohibit the Tribe or State from seeking changes of the technical provisions of this Appendix if the necessity or desirability for such changes becomes apparent in the development, testing, production, marketing, or use of the system. Neither party shall unreasonably deny such requests.

15.3 Amendments. Nothing in this Section shall diminish the right of the either party to amend the terms and conditions in this Compact by mutual agreement, as otherwise provided in this Compact.

## SECTION 16. DISPUTE RESOLUTION.

In the event of a dispute hereunder, it shall be resolved in accordance with any dispute resolution provisions specifically made applicable in this Appendix to such disputes, or if there are none, under the binding arbitration provisions of the Compact.



**APPENDIX X2**

**to the**

**NISQUALLY INDIAN TRIBE - STATE OF WASHINGTON**

**CLASS III GAMING COMPACT**

**Amended to incorporate 2015 Appendix X2 Amendment changes to Sections 12.1; Section 13.4, Sub-Sections 13.4.1 to 13.4.5; and Sections 14.4 and 14.5**

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## APPENDIX X2

### **RULES GOVERNING TRIBAL LOTTERY SYSTEMS**

#### **SECTION 1. OVERVIEW**

This Appendix describes, authorizes and sets forth provisions applicable to the operation of a tribal lottery system conducted pursuant to the Indian Gaming Regulatory Act for playing electronic scratch ticket and on-line lottery games. The system utilizes player terminals with video displays which allow players to purchase chances and obtain game result information, a manufacturing computer which securely creates the finite set of chances used in the scratch ticket portion of the system, a central computer which stores and transmits game information and makes draws for the on-line lottery game, and an electronic central security and accounting system. In the scratch ticket game, preexisting scratch tickets are dispensed in an electronic format to players through the player terminals on an on-demand basis. In the on-line lottery game, drawings are conducted on a central computer independently of any activity at player terminals. The drawing results are then matched to player selections previously made on the player terminals. The system and games described and authorized herein are subject to the technical provisions set forth herein. Notwithstanding anything to the contrary herein, tribal lottery systems and player terminals approved pursuant to Appendix X prior to the effective date of this Appendix X2 may continue to be operated consistent with the requirements of Appendix X as they existed on the date this Appendix X2 became effective. Further, nothing herein shall restrict the Tribe from exercising any provision in its Compact not covered by this Appendix X2.

#### **SECTION 2. DEFINITIONS**

2.1 **Cashless Transaction System.** The means by which a player obtains, transfers and redeems Game Play Credits. The Cashless Transaction system permits a player to play the Tribal Lottery System without inserting cash (coins, tokens or paper currency) into, and to win prizes without receiving cash from, the Player Terminal. The Cashless Transaction System includes the following components:

2.1.1 The Electronic Accounting System;

2.1.2 One or more of the following: Plastic, cardboard, magnetic, or "smart" cards; paper; personal identification ("PIN") numbers; Game Play Credits obtained from the exchange of cash or cash equivalents; Game Play Credits displayed on the Player Terminal which were earned as prizes from prior play and not redeemed; and other means for effectuating play and awarding prizes without inserting or dispensing cash into or from the Terminal, provided that all Game Play Credits (other than credits earned from prior play and remaining displayed on a Player Terminal) must have been paid for by cash or cash equivalent;

2.1.3 A means of accounting for player deposits of cash or cash equivalents and exchanges for and redemption of Game Play Credits which is independent of the Player Terminal, through a player's account, a voucher system, or a "smart" card or similar device for recording individual player data; and

2.1.4 A means by which players can redeem unused Game Play Credits for cash or cash equivalents. All redemptions for cash must be through a cashier or redemption system separate from the Player Terminal.

2.2 Central Computer. A computer which conducts drawings for On-line Lottery Games and, for Electronic Scratch Ticket games, stores and dispenses Electronic Scratch Tickets from Scratch Ticket Subsets which have been loaded into it from a Manufacturing Computer and are maintained in a secure manner.

2.3 Electronic Accounting System. A computer system that provides a secure means to receive, store and access data and record critical functions and activities, as set forth in Section 7.

2.4 Electronic Scratch Ticket. A predetermined winning or losing outcome in electronic form. Each Scratch Ticket represents a chance from among the finite set of chances that comprise an Electronic Scratch Ticket Game Set.

2.5 Electronic Scratch Ticket Game. A scratch ticket lottery game that is played in an electronic environment. A game has a specific set of rules including: The theme and types of symbols used; the total number of tickets in the game; the ratio or mix of winning and losing tickets; the prize structure, including number and dollar value of each prize; and price of a single ticket. The game is played by use of computer hardware and software to manufacture, store, distribute, sell, and display scratch tickets to players.

2.6 Electronic Scratch Ticket Game Set. A finite set of Electronic Scratch Tickets that is based on a template that has been designed in accordance with a specific set of rules, including the basic requirements of Section 3.2, governing the structure of an Electronic Scratch Ticket Game. Based on that template, an Electronic Scratch Ticket Game Set is created in a Manufacturing Computer in a secure and verifiable electronic form prior to the play of an Electronic Scratch Ticket Game. Each Electronic Scratch Ticket Game Set is uniquely identifiable, by serial number or otherwise, so that it can be distinguished from other Game Sets manufactured from the same template.

2.7 Electronic Scratch Ticket Game Subset. A defined group of Electronic Scratch Tickets that has been randomly selected from an Electronic Scratch Ticket Game Set and transmitted to a Central Computer in a fixed order for play. Each Electronic Scratch Ticket Game Subset is uniquely identifiable from all other Subsets selected from the same Game Set.

2.8 Game Play Credits. A means of representing value obtained from the exchange of cash or cash equivalents, or earned as a prize, which is used as a means to effectuate play. Game Play Credits may be redeemed for cash or a cash equivalent.

2.9 Kiosks. Cash exchange or redemption terminals, which allow for cash to cashless transactions or cashless to cash transactions with or without a cashier. A Player Terminal is not a Kiosk.

2.10 Manufacturing Computer. A computer which creates Electronic Scratch Ticket Game Sets, randomly allocates tickets into Scratch Ticket Subsets, and delivers them to a Central Computer.

2.11. On-line Lottery Game. A lottery game by which players, through the use of Player Terminals, select numbers, symbols or other possible outcomes to be matched to outcomes that are subsequently and randomly selected in drawings which are electronically conducted on a Central Computer.

2.12 On-line Lottery Game Ticket. A paper, cardboard or electronically encoded medium onto which information is legibly printed, or is recorded electronically in a manner which can cause a Player Terminal to display, the outcome(s) and prize(s) won, if any, and other information associated with, an On-line Lottery Game drawing in which the player is enrolled.

2.13 Player Terminals. Electronic computer terminals housed in cabinets with input devices and video screens and with which players play the On-line Lottery and Electronic Scratch Ticket games. Player Terminals are not capable of playing gambling games as stand-alone devices.

2.14 Template. A software file containing all possible prize values for a Game Set to be created, indicating the number of prizes for each prize value that will appear in the Game Set.

2.15 Tribal Lottery System. Any lottery system operated pursuant to this Appendix. All computers and terminals and the combination and components thereof in each system operated by the Tribe shall conform to the provisions of this Appendix.

### **SECTION 3. TRIBAL ELECTRONIC SCRATCH TICKET LOTTERY GAME SYSTEM**

#### **3.1 Description of System Operation**

3.1.1 The Tribal Lottery System game known as the Electronic Scratch Ticket Game consists of a finite number of Electronic Scratch Tickets, a certain number of which, if drawn, entitle a player to prize awards at various levels. The scratch tickets are designed from a template in conformity with this Appendix and are created in Game Sets on a Manufacturing Computer from which Scratch Tickets are randomly selected and placed into Scratch Ticket



Subsets. Each Game Set has a predetermined number of winners and values and is designed so as to assure players of an at least 75% payback of the amounts paid in the aggregate for all tickets in the Set. As a Game Set's tickets are placed into Subsets, the pool of tickets available from that Game Set for placement into Subsets diminishes, until each ticket in the Game Set has been placed into a Subset.

3.1.2 Scratch Ticket Subsets are transmitted to the Central Computer, where they are stored until dispensed electronically on demand to Player Terminals. Scratch Tickets are electronically dispensed from the Central Computer in the order within each Subset in which the tickets were received. Players compete against each other to draw winning tickets. As Subsets are used they are replaced by additional Subsets which have been created and delivered to the Central Computer in the same manner, until the Game Set has been depleted, or pulled from play, ending that particular game. Different games based on different Game Sets may be offered simultaneously through the Central Computer.

3.1.3 A player initiates participation in an Electronic Scratch Ticket game at a Player Terminal, using Game Play Credits purchased on the Player Terminal through the insertion of cash, or through the Cashless Transaction System. The monitor displays one or more of the Electronic Scratch Ticket games that are offered by the system, as well as other information such as graphics, game play and outcome information, and entertainment effects, subject to the limitations in Sections 5.2.2 and 5.2.3. The player may choose a particular game and reveal the outcome, by touching the screen, pressing a button once or performing some other form of interaction with the Player Terminal.

3.1.4 Following or as part of the player's selection of a game or games, the player uses Game Play Credits displayed on the Player Terminal to purchase one or more Electronic Scratch Tickets. The pricing of tickets is governed by the provisions of Section 3.2.1. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

3.1.5 Prize structure, ticket purchase and selection, and wager information is displayed or available on the Player Terminal with respect to any game which is being played through that Terminal.

3.1.6 After the player purchases an Electronic Scratch Ticket the outcome associated with that ticket is shown on the Player Terminal. Any prizes won are displayed on the Player Terminal and may be in the form of Game Play Credits, the right to receive merchandise, or other valuable property.

3.1.7 Game Play Credits earned as prizes remain displayed and available for use in further play from that Terminal. Game Play Credits also may be electronically transferred to a) a player's account in the Central Accounting System, b) a ticket or receipt printed by the Player Terminal, or c) a "smart" card or similar instrument. Once transferred, Game Play Credits may be a) used for further play on another Terminal or b) redeemed for cash or cash equivalents through a cashier or other separate redemption system. Merchandise or other property won is collected in accordance with the rules of the game.

### 3.2 Game Set and Subset Requirements

3.2.1 Game Set Requirements. Each Game Set shall meet the following minimum requirements:

- a. Each Game Set shall be made up of a finite number of Electronic Scratch Tickets;
- b. All Scratch Tickets in a particular Game Set shall be of the same purchase price, which shall not exceed \$5.00, with the exception that up to 15 percent of the Player Terminals in operation may have purchase prices of up to \$20.00 per Ticket. A single Ticket may offer an opportunity to enter another Game Set;
- c. The payout percentage for the entire Game Set shall be no less than 75% of the total purchase price of all tickets in the set combined;
- d. Each Game Set shall be assigned a unique serial number; and

- e. Each ticket shall have a specific outcome and prize level associated with it.

3.2.2 Game Set Verification Process. Prior to commencement of play, the initial Game Set shall be verified as to the total number of tickets in the set and the number of winners at each prize level, including the amounts of such prizes, and the number of non-winners. The verification standards which the Game Set must meet are those set forth in Section 3.3.

3.2.3 Transmission of Subsets to Central Computer. Following verification of the Game Set, the Manufacturing Computer shall create ordered Scratch Ticket Subsets on demand from the Central Computer and transmit the ordered Subsets to it.

3.2.4 Subset Requirements. Each Electronic Scratch Ticket Game Subset shall meet the following minimum requirements:

- a. Within a given Game Set, each Subset shall be the same size and comprised of no less than 5,000, and no more than 10,000 Electronic Scratch Tickets, provided that in order to complete the distribution of all tickets in a Game Set, the final Subset derived from the Set may have less than the number of tickets in any other Subset and be less than 5,000;
- b. Each Subset shall be individually and uniquely identified by the Game Set serial number and a unique serial number for each Subset assigned in the order in which the Subsets are created;
- c. Once an Electronic Scratch Ticket has been dispensed to a Player Terminal from a Subset, it cannot be dispensed again.

3.2.5 Completion of Game. A Scratch Ticket Game is deemed to be completed only when all of the Electronic Scratch Tickets in a Game Set have been dispensed or the Game Set has been taken out of play. If any Game Set is withdrawn from play before

completion of the Game, the Tribe shall ensure that at least 75% of the revenues received from sales of Electronic Scratch Tickets in that Game have been, or in future Electronic Scratch Ticket Games will be, awarded to players.

3.3 Data Required to be Available Prior to Commencement of an Electronic Scratch Ticket Game. The following data shall be available to the TGA and SGA prior to the commencement of an Electronic Scratch Ticket Game and shall be maintained and be viewable both electronically and if requested, by printed report, upon demand:

3.3.1 A unique identifying Game Set serial number;

3.3.2 A description of the Game Set theme sufficient to categorize the Game Set relative to other Game Sets;

3.3.3 The number of total Scratch Tickets in the Game Set;

3.3.4 The number of Scratch Ticket Subsets to be created from the Game Set, and the number of tickets in each Set;

3.3.5 The payout percentage of the entire Game Set;

3.3.6 The payout table for the Game Set and the number of Scratch Tickets at each level of the payout table;

3.3.7 The purchase price per ticket assigned to the Game Set;

3.3.8 Such further information as the SGA may reasonably require to assure the integrity and accuracy of the foregoing information.

3.4 Data Required to be Available Following the Completion of a Scratch Ticket Game. Following the completion of an Electronic Scratch Ticket Game (i.e., upon the sale of all tickets in a Game Set or the withdrawal of the Set from play), the following data shall be

available to the TGA and SGA and shall be maintained and viewable both electronically and if requested, by printed report, upon demand:

- 3.4.1 The Game Set and Game Subsets serial numbers;
- 3.4.2 The total number of Electronic Scratch Tickets unsold, if the game is removed from play;
- 3.4.3 The total number of Electronic Scratch Tickets purchased;
- 3.4.4 The time and date that each Subset was transmitted to the Central Computer;
- 3.4.5 The time and date that the game was completed or removed from play;
- 3.4.6 The final payout percentage of the game; and
- 3.4.7 Price per Ticket.

3.5 Software Auditing Tool to be Made Available. For auditing Game Sets and Subsets that have been archived, any Tribal Lottery System shall include and have available for the SGA and the TGA a secure software tool which provides the same data as set forth in Section 3.3 and 3.4, provided that such tool shall be used only during authorized audits of Tribal Lottery System games and operations, or in cases of player disputes, and shall not be used for any other purpose without the consent of the TGA and the SGA.

3.6 No Auditing of Game Sets While in Play; Dispute Process

3.6.1 No Audit of Set While in Play. In order to provide maximum game integrity, no audit or other determination of the status of any Game Set or any Subset, including but not limited to a determination of the prizes won or prizes remaining to be won, shall be conducted by anyone, including TGA and SGA personnel, while a Subset is in play without

causing termination of the entire Game Set from which the Subset was derived as provided in Section 3.6.3.

3.6.2 Dispute Resolution: Impact on Game Set Play. In the event of a dispute by a player that cannot be resolved by ordinary means by Gaming Facility personnel as to the outcome, prize, wager made, or any other aspect of the player's participation in a Game Set being played, all relevant data shall be immediately collected, including but not limited to all meter readings, memory records, surveillance recordings, and any other reports or information regarding play at the Terminal for the play in dispute. Following the collection of all relevant data, the TGA shall be notified and requested to make an evaluation of whether or not the dispute involves the integrity of the hardware or software being used and to try and resolve the dispute. A report of all disputes shall be maintained by the TGA. If the dispute is not resolved within 72 hours from the time of the complaint, the TGA shall immediately forward a report to the SGA detailing the nature of the dispute. In the event the dispute is resolved, the TGA is not obligated to report to the SGA, but shall make TGA reports available for review.

3.6.3 Termination of Game Set. Protection of game integrity, even if it requires the early withdrawal of a Game Set from play, shall be the primary goal of this Appendix. If resolution of a patron dispute requires access to data or records stored on any part of a system other than the Player Terminal involved in the dispute, and such access can only be accomplished through a means by which data would be revealed that could materially assist anyone in determining the likelihood of a particular ticket being drawn, other than information available to all patrons, the Game Set shall be terminated prior to accessing such data or records.

3.6.4 TGA/SGA Disputes. In the event there is a dispute between the TGA and SGA at any point in the above process, it shall be resolved in accordance with the dispute resolution process for such issues set forth in the Compact.

### 3.7 Manufacturing Computer

3.7.1 Security from Alteration, Tampering, or Unauthorized Access. The Manufacturing Computer shall provide a physical and electronic means, by use of a password or

other method approved by the TGA and SGA, for securing the Game Set against alteration, tampering, or unauthorized access. The Manufacturing Computer shall provide a means for terminating the Game Set if unopened ticket information from an operating Game Set or Subset has been accessed except as permitted in this Appendix. The Gaming Test Laboratory shall certify that such security system, and a means for monitoring its use in accordance with this Appendix, is included in the system before it may be authorized for use. Security systems and monitoring may be required for any component that has electronic access to this system that may violate the integrity and security of the manufacturing computer.

3.7.2 Primary Purpose; Separation. The Manufacturing Computer shall be dedicated primarily to those Tribal Electronic Scratch Ticket gaming system functions related to the creation of Scratch Ticket Game Sets and the creation, randomization, and transmittal to the Central Computer of Scratch Ticket Subsets. Notwithstanding the foregoing, the Manufacturing Computer may also be used for other computer functions in the Tribal Lottery System or Electronic Accounting System if such use will not affect the integrity or outcome of any game.

3.7.3 Storage Medium; Backup. The Manufacturing Computer shall have a medium for securely storing Electronic Scratch Ticket Game Sets and Subsets on the Manufacturing Computer which shall be mirrored on line by a backup medium within the same cabinet or enclosure. In addition, duplicates of the Sets and Subsets, as created and stored on the Manufacturing Computer, shall be stored in a secure enclosure in the Gaming Facility separate from the Manufacturing Computer. All storage shall be through an error checking, nonvolatile physical medium, so that should the primary storage medium fail, there will be no critical data loss.

3.7.4 Randomization. The Manufacturing Computer shall utilize randomizing procedures in the creation of the Subsets. The randomizing procedures shall be in accordance with Section 6 of this Appendix.

3.8 Central Computer Used in Connection With Electronic Scratch Ticket Game. The following requirements apply to any Central Computer used in connection with an Electronic Scratch Ticket Game.

3.8.1 Dispensing of Tickets. The Central Computer shall dispense, upon request from a Player Terminal, Electronic Scratch Tickets.

3.8.2 Order of Scratch Tickets. The Central Computer shall maintain Electronic Scratch Ticket Subsets in the order received from the Manufacturing Computer, and transmit them in that order to Player Terminals on demand, provided that not less than two (2) nor more than five (5) Subsets per Game Set shall be dispensed in accordance with a predetermined order for rotating the Subsets. Subsets from more than one Game Set may be stored on the Central Computer and made available for play at the same time.

3.8.3 Storage Medium; Backup. The Central Computer shall have a medium for storing Electronic Scratch Ticket Game Subsets and reflecting their current status of play, which shall be mirrored on line by a backup medium within the same cabinet or enclosure. All storage shall be through an error checking, nonvolatile physical medium, so that should the primary storage medium fail, there will be no critical data loss.

3.8.4 No Randomization Capability. The Central Computer shall have no randomization capability associated with its use in an Electronic Scratch Ticket game.

3.9 Player Terminals Used in Electronic Scratch Ticket Games. Player Terminals used in connection with Electronic Scratch Ticket Games shall conform to the requirements of Section 5.

3.10 Data Available for Inspection. The following data is required to be available for inspection in compliance with Section 7.1.9 for any Player Terminal or Game Set:

3.10.1 All Game Set serial numbers, indicating the date and time the Game Set was put in play, pulled from play, or completed.

3.10.2 By Game Set serial numbers, the Player Terminal numbers assigned, and the dates and times of assignment to the Player Terminals.



## **SECTION 4. TRIBAL ON-LINE LOTTERY GAME SYSTEM**

4.1 Description of System Operation. Tribal On-line Lottery Games shall be played in accordance with the following provisions:

4.1.1 A player initiates participation in On-line Lottery Games at a Player Terminal, using Game Play Credits through the insertion of cash or from the Cashless Transaction System which are displayed on the Terminal video monitor. Play may also be initiated through a Player Terminal dedicated to On-line Lottery Games, or a clerk-operated Player Terminal. References herein to player activity and interaction with a Player Terminal in connection with an On-line Lottery Game shall also mean activity and interaction by a clerk on behalf of a player.

4.1.2 The Player Terminal video monitor displays one or more of the On-line Lottery games that are offered by the system, as well as other information such as graphics, game play, and outcome information, and entertainment effects, subject to the limitation in Sections 5.2.2 and 5.2.3. The player chooses a particular game by touching the screen, pressing a button, or performing some other form of interaction with the Player Terminal.

4.1.3 Following or as part of the player's choice of a game or games, the player selects numbers, symbols or other data to be matched in the game by pressing buttons or touching the video screen. The Player may also make such selections through the "quick pick" method. The player then uses Game Play Credits displayed on the Terminal monitor to purchase one or more On-line Lottery Game Tickets representing such selections, for drawings to be held in the future.

4.1.4 Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed \$20.00. Wagers are deducted from the Game Play Credits displayed on the Player Terminal.

4.1.5 The player's wager and selected numbers, symbols or other data to be matched in the game, along with information identifying the drawing(s) to which they apply, are provided to the player in some tangible means, such as by electronic encoding or printing on a paper, card or other medium. In addition, the numbers, symbols or other data selected may be displayed on the Player Terminal.

4.1.6 The player is then entered into one or more future On-line Lottery Games, which are conducted through drawings held on the Central Computer.

4.1.7 All drawings for any game are conducted within a period of 5 minutes or less, and all drawings for all games offered are held within that period. Drawings are held on a regularly scheduled basis and regardless of whether any player is enrolled in a particular On-line Lottery Game. Games take place no more frequently than thirty minutes apart, determined by when the first drawing in a game occurs. No more than five different On-line Lottery Games are offered at a time, unless the State increases the number of On-line Lottery Games it is now playing, thereby entitling the Tribe to increase the number of games it offers in accordance with the rules for doing so.

4.1.8 A Player Terminal may display a player's entry into an On-line Lottery Game and the commencement of that game. The form of displaying information may be entertaining and at the discretion of the Tribe, except as limited in Sections 5.2.2 and 5.2.3. For example, the Terminal may alert the player through means of a count-down that the drawing in which the player is entered is about to occur. Information regarding prizes that may be awarded for each game are made available to the player prior to commencement of the game.

4.1.9 Following each drawing, the results are displayed and made available in accordance with the rules set forth in Section 4.4. Players win if their selections match a required number of drawn numbers or symbols, in accordance with the predetermined and published rules for that particular game. Results and prizes are verified in accordance with the rules set forth in Section 4.4, and are paid in Game Play Credits except where, due to the size of the prize, the rules specify some other method of payment. Prizes may also be awarded in the form of merchandise or other valuable property.

4.1.10 Game Play Credits earned as prizes remain displayed and available for use in further play from that Terminal. Game Play Credits also may be electronically transferred through the Cashless Transaction System, such as to a) a player's account in the Central Accounting System, b) a ticket or receipt printed by the Player Terminal, or c) a "smart" card or similar instrument. Once transferred, Game Play Credits may be a) used for further play on another Terminal or b) redeemed for cash or cash equivalents through a cashier or other separate redemption system. Merchandise or other property won is collected in accordance with the rules of the game.

4.2 Central Computer Used for On-line Lottery Game. The following requirements apply to any Central Computer used in connection with an On-line Lottery Game.

4.2.1 Introduction. A Central Computer may, in addition to being available for use in connection with Electronic Scratch Ticket Games, be utilized in the On-line Lottery Game. The rules in this Section 4.2 govern that activity.

4.2.2 Randomization Capability. The Central Computer shall have randomization capability associated with its use in an On-line Lottery Game only. All drawings shall be on a random basis, using the randomization requirements set forth in Section 6.

4.2.3 Independent Drawings; Schedule of Drawings. Drawings on the Central Computer shall occur independently of any Player Terminal activity and regardless of whether or not players are enrolled in a game. On-line Lottery Game drawings shall be held on a regularly scheduled basis in intervals of no less than 30 minutes. Once a drawing period begins, all drawings during that period must be drawn within 5 minutes. Each drawing shall have its own identifying serial number.

4.2.4 Limit on Number of On-line Lottery Games. The Tribe may have no more than five (5) On-line Lottery Games in play at one time. Such games may be offered on more than one system within the facility. The number of games offered may be increased if, and by the same number, the State Lottery increases the number of On-line Lottery Games it offers.

4.3 Player Terminals Used for On-line Games. Player Terminals used in connection with On-line Lottery Games shall conform to the requirements of Section 5. The following provisions shall also be applicable:

4.3.1 A Player Terminal may, in addition to being available for use in connection with Electronic Scratch Ticket Games, be used to play On-line Lottery Games. The On-line Lottery Game may also be played from a Player Terminal dedicated to selling On-line lottery tickets or by a clerk operating a Player Terminal for such purposes. References to Player Terminals herein shall include such dedicated and clerk-operated Terminals.

4.3.2 The Player Terminal shall enable a player to select numbers, symbols or other data, through touching the screen or pressing one or more buttons on the Terminal. The player may also ask for a "quick pick" selection via the use of a random number generator located in the Player Terminal and used solely for the On-line Lottery Games, provided that such random number generator shall meet the criteria set forth in Section 6.

4.3.3 The player's wager and selected numbers, symbols or other data, along with information identifying the drawing(s) to which they apply, shall be provided to the player through the Player Terminal in some tangible means using electronic encoding or printing on paper, card or other medium. Such information may also be displayed on the screen for review by the player.

4.4 Verification and Viewing Requirements for On-line Game Results. The results of each On-line drawing on a Central Computer shall be available for display on a Player Terminal on demand by players enrolled in such games, and may be made available on one or more scoreboards, video screens or other electronic display devices sufficiently visible to enable players and other observers, including those not at Player Terminals, to view the outcome of the game. Printed result reports shall be made available in accordance with Section 4.5.

4.5 On-line Lottery Game Records. The following records with respect to each On-line Lottery Game shall be maintained and be viewable both electronically and, if requested, by printed report, upon demand: The outcome of each drawing including all numbers drawn, the

sequence of drawing, prizes available, prizes won (whether or not redeemed), and related information. Such reports shall be made available in the casino for player reference for up to 30 days following the close of any drawing period.

4.6 Redemption Period. Prizes may be redeemed by players for a period of no less than 48 hours following the drawing in any On-line Lottery Game.

4.7 Other Game Rules. The specific rules and prize structures for each On-line Lottery Game may vary, and shall be made available to players prior to making any wagers on that game. The rules shall indicate when, in relation to the commencement of the first drawing in a game, no further wagers on that game may be made. Each On-line Lottery Game may offer more than one method of winning a prize, and each method may be represented by a separate wager, but each wager may not exceed the amounts set forth in Section 4.1.4.

4.8 Prizes; Jackpots. Every On-line Lottery Game must have at least one "jackpot" level prize paid, when won, from a lottery prize pool into which a percentage of each player's wagers, as set forth in the rules for that game, is placed and in which the Tribe shall have no interest. The prize pool may be seeded from time to time by promotional payments or interest-free loans from the Tribe. Jackpot prizes not won in a particular game shall be rolled forward into a future game in accordance with rules for disposing of such prizes. Rollover funds may replace the need for seeding a pool if the amount of such rollover funds exceeds the minimum prize available under the rules of that game. The player pool fund may not be used for any purpose other than payment of the jackpot prize.

## **SECTION 5. PLAYER TERMINALS**

All Player Terminals shall conform at a minimum to the requirements of this Section 5.

5.1 Use as a Stand-Alone Gambling Device Prohibited. No Player Terminal shall be capable of being used as a stand-alone unit for the purposes of engaging in any gambling game, including but not limited to the lottery games described in this Compact, or in any other way prohibited in this Appendix.

5.2 Features. Player Terminals shall include the following features:

5.2.1 Operation either through the Cashless Transaction System, or through means for accepting cash (coins, tokens or paper currency) for conversion into Game Play Credits, which can then activate participation in the game, provided the insertion of cash will not alone activate the game and such use of cash is in accordance with section 5.15;

5.2.2 One or more of the following: A video monitor, electro-mechanical display, printer, graphics and signage, provided that slot machine-type spinning reel mechanisms are prohibited in mechanical form; and

5.2.3 One or more of the following: electronic buttons, touch screen capability, and a mechanical, electro-mechanical or electronic means of activating the game and providing player input, including a means for making player selections and choices in games, provided that slot machine-type handles are prohibited.

5.3 Non-Volatile Backup Memory Required. A non-volatile backup memory or its equivalent shall be maintained in a secure compartment on each Player Terminal for the purpose of storing and preserving a redundant set of critical data which has been error checked in accordance with this Appendix, and which data shall include, at a minimum, the following Player Terminal information:

5.3.1 Electronic Meters required by this Appendix;

5.3.2 Recall of all wagers and other information associated with the last ten (10) Electronic Scratch Ticket plays and the last ten (10) On-line Lottery Games played;

5.3.3 Error conditions that may have occurred on the Player Terminal; and

5.3.4 Recall of the last twenty five (25) cash or cash equivalent deposits.

5.4 On/Off Switch. An on/off switch that controls the electrical current that supplies power to the Player Terminal must be located in a secure place that is readily accessible within the interior of the Player Terminal.

5.5 Static Discharge/Interference. The operation of each Player Terminal must not be adversely compromised or affected by static discharge, liquid spills, or electromagnetic interference.

5.6 Accounting Meters. A Player Terminal must have electronic accounting meters which have tally totals to a minimum of eight (8) digits and be capable of rolling over when the maximum value of at least 99,999,999 is reached. The Player Terminal must provide a means for on-demand display of the electronic meters via a key switch or other secure method on the exterior of the machine. Electronic meters on each Player Terminal for each of the following data categories for Electronic Scratch Ticket games and On-line Lottery Games are required in compliance with Section 7.1.9:

5.6.1 Credits, or equivalent monetary units, wagered on a cumulative basis on that Terminal;

5.6.2 Credits, or equivalent monetary units, won for the Player Terminal;

5.6.3 For Scratch Ticket games, the number of Scratch Tickets purchased on the Terminal; and

5.6.4 For On-line Lottery games, the number of On-line Lottery wagers made on that Terminal.

5.7 No Automatic Clearing of Accounting Meters; Reading and Resetting Meters. Under no circumstances shall the Player Terminal electronic accounting meters be capable of being automatically reset or cleared, whether due to an error in any aspect of its or a game's operation or otherwise. All meter readings must be recorded and dated in the presence of a TGA inspector both before and after an electronic accounting meter is cleared.

5.8 Display of Information. At a minimum, each Player Terminal shall have the following game information available for display on the video screen and/or displayed on the Player Terminal itself, in a location conspicuous to the player:

5.8.1 The rules of the game being played;

5.8.2 The maximum and minimum wagers and the amount of credits, cash equivalents, or additional game play opportunities, which may be won for each Electronic Scratch Ticket and On-line Lottery Game offered through that Terminal, including the current values of any progressive prizes available;

5.8.3 The player's credit balance;

5.8.4 The outcome of the Electronic Scratch Ticket(s) then being played; and

5.8.5 Any prize won on the Electronic Scratch Ticket(s) then being played.

5.9 Protection of Displayed Information. The video screen or other means for displaying game rules, outcomes and other game information shall be kept under a glass or other transparent substance which places a barrier between the player and the actual surface of the display. At no time may stickers or other removable media be placed on the Player Terminal's face for purposes of displaying rules or payouts.

5.10 Hardware Switches Prohibited. No hardware switches may be installed on a Player Terminal or any associated equipment which may affect the outcome or pay out of any game for which the Player Terminal is used. Switches may be installed to control the ergonomics of the Player Terminal.

5.11 Networking Requirements. The use of firewalls and other system protections as approved by TGA and SGA are required to protect the integrity of the Tribal Lottery System and player accounts and:



5.11.1 Where the Tribe's Tribal Lottery System or components are linked with one another in a local network for progressive jackpot, function sharing, aggregate prizes or other purposes, communication protocols must be used which ensure that erroneous data or signals will not adversely affect the operations of any such system or components. No class III game or gaming system in which any part or component is located outside the Tribe's gaming facilities shall be deemed approved as part of the approval of this Appendix. Any proposal for such game or gaming system, including the proposed rules, manner of regulation, and manner of play, monitoring and/or maintenance of the system, shall require submission to, and approval by, the TGA and SGA.

5.11.2 Dedicated and protected network connections prohibiting unauthorized access, approved by SGA and TGA, may allow two or more of the Tribe's Tribal Lottery Systems to share player information. Game tickets and other information prohibited from being viewed, as outlined in other sections of this Appendix, shall not be available or transmitted between the Tribe's connected Tribal Lottery Systems or facilities. Communications between the Tribe's facilities will require the use of approved firewalls that are configured and operated to protect the Tribal Lottery System and player information. Computer systems linked between the Tribe's facilities may not be used to link progressive jackpots, except in Joined Facilities.

5.12 Prohibited Software Functions. Player Terminals shall not have software or hardware that determines the outcome of any Electronic Scratch Ticket Game. Nothing herein is intended to prohibit the Player Terminal from creating the appropriate Scratch Ticket and On-line Game graphics and animation to correspond to, display or represent, in an entertaining manner, the outcome. In addition, Player Terminals shall not have any software that:

5.12.1 Determines which Scratch Ticket outcome from within the Scratch Ticket Subset is transmitted to the Player Terminal; or

5.12.2 Alters the amount of the payout of the Electronic Scratch Ticket as received from the Central Computer.

5.13 Quick-Pick Function. Nothing herein shall prohibit the use of a quick pick function on the Player Terminal in conjunction with the playing of the On-line Lottery Game.

5.14 Wagers; Displaying Electronic Scratch Ticket Outcomes. Players shall make wagers using a Player Terminal to purchase Electronic Scratch Tickets. Following a purchase, the Electronic Scratch Ticket shall be displayed on the Terminal's video screen for the purpose of revealing the outcome of the selected ticket.

5.15 Cash Standards. When cash is used, the following procedures shall be performed by accounting/auditing employees who are independent of the transactions being reviewed:

5.15.1 For each drop period, accounting/auditing employees shall compare the report information required in Section 7.1.10 (a) to the total cash acceptor drop amount for the period. Discrepancies shall be resolved before the generation/distribution of any statistical reports.

5.15.2 TGA will be notified and follow-up shall be performed for any one machine having an unresolved variance between actual cash drop and the report information required in Section 7.1.10 (a) in excess of an amount that is both more than \$25 and at least three percent (3%) of the actual cash drop. The follow-up performed and results of the investigation shall be documented and maintained for inspection.

5.15.3 At least annually, accounting/auditing and TGA personnel shall randomly verify that EPROM or other equivalent game software media changes are properly reflected in the analysis reports.

5.15.4 Accounting/auditing employees shall review exception reports on a daily basis for propriety of transactions and unusual occurrences. TGA will be notified in writing of any unexplained or suspicious transactions or unusual occurrences.

5.15.5 All auditing procedures and any follow-up performed shall be documented and maintained for inspection.

5.15.6 Cash shall be removed from the Player Terminal in accordance with Appendix A drop box and transportation standards for secure and verifiable handling of cash receipts from electronic games.

5.16 Door Access Logging. The Player Terminal shall record the date and time of any opening of cabinet door(s); provided, that this information need not be retained on the Player Terminal if it is communicated to another component of the system. This information shall be retrievable in report form.

## **SECTION 6. STANDARDS FOR RANDOM NUMBER GENERATORS USED WITHIN THE TRIBAL LOTTERY SYSTEM**

Any random number generation used in connection with the Tribal Lottery System must be by use of a microprocessor and random number generation program that meets the following random selection tests:

6.1 Chi-Square Analysis. Each card, symbol, number, or stop position which is wholly or partially determinative of the outcome of the game satisfies the 99 percent confidence limit using the standard chi-square analysis.

6.2 Runs Test. Each card, symbol, number, or stop position does not as a significant statistic produce predictable patterns of game elements or occurrences. Each card symbol, number, or stop position will be considered random if it meets the 99 percent confidence level with regard to the "runs test" or any generally accepted pattern testing statistic.

6.3 Correlation Analysis. Each card, symbol, number, or stop position is independently chosen without regard to any other card, symbol, number or stop position, drawn within that game play. Each card, symbol, number, or stop position is considered random if it meets the 99 percent confidence level using standard correlation analysis.

6.4 Serial Correlation Analysis. Each card, symbol, number, or stop position is independently chosen without reference to the same card, number, or stop position in the

previous game. Each card, number, or stop position is considered random if it meets the 99 percent confidence level using standard serial correlation analysis.

## **SECTION 7. ELECTRONIC ACCOUNTING SYSTEM**

One or more Electronic Accounting Systems shall be required to perform reporting and other functions in support of the Tribal Lottery Game activities described in this Appendix. These systems may communicate with the other computers described in this document utilizing the protocol standards set forth in Section 9.3. The Electronic Accounting System shall not interfere with the outcome of any gaming functions.

7.1 Revenue Reporting Requirements. The following reporting capabilities must be provided by the Electronic Accounting System:

7.1.1 Player Terminal Revenue Report. A revenue report for each Player Terminal must be made and maintained on a confidential and secure basis which, at a minimum on a daily and monthly basis, provides:

- a. The total aggregate amount won per Player Terminal;
- b. The aggregate amount wagered per Player Terminal; and
- c. The amount of cash deposited into each Player Terminal.

7.1.2 Closed Game Set Reports. Immediately after a Game Set is completed or pulled from play, a report will provide the Game Set ending information described in Section 3.4 above.

7.1.3 In Play Game Set Reports. One or more reports will be available for Game Sets still in play, containing the information described in Sections 3.3.1 through 3.3.7 above.

7.1.4 On-line Lottery Game Reports. An On-line Lottery Game report must be made and maintained on a confidential and secure basis which, at a minimum of a daily and monthly basis, provides as to each On-line Lottery Game, the following information:

- a. Total sales;
- b. Total won per prize level;
- c. Total won per Player Terminal; and
- d. Activity per jackpot prize, for the accounting period and to-date, per Section 7.1.5.

7.1.5 Progressive Jackpot Report. A progressive jackpot report must be made for the accounting period and to-date which provides:

- a. Amount seeded;
- b. Amount in reserve fund;
- c. Current jackpot;
- d. Contribution total;
- e. Total paid in prizes;
- f. Itemized jackpot awards; and
- g. Amount, time of award, and the Player Terminal on which the progressive jackpot prize was won.

7.1.6 Larger Prize Report. A report will be required for all prizes that exceed the threshold that triggers additional procedures to be followed for the purposes of compliance with federal tax reporting requirements. At a minimum, on a daily and monthly basis, the report shall provide the following information per Player Terminal:

- a. The date and time won; and
- b. Amount of all prizes.

7.1.7 Liability Reports. Liability reports will be required on a daily and monthly basis at a minimum. They should provide a summary of the outstanding funds which carry from business day to business day. At a minimum, they must include:

- a. Amount of prizes which were awarded, but have not yet been claimed;
- b. Detail of prizes for which redemption period expired during this reporting period;
- c. Unredeemed Game Play Credits;
- d. Expired Game Play Credits; and
- e. Daily and cumulative contributions to progressive prize pools which have not yet been awarded.

7.1.8 Master Reconciliation Report. A master reconciliation report must be available on a daily and monthly basis, at a minimum. It provides a summary of all daily sources of funds and disposition of funds, including the following:

- a. Funds collected from cashiers, Player Terminals, and Kiosks;
- b. Funds carried forward from prior business day, including liability from prizes awarded, but not paid out, prize pool balances, and reserve funds, etc.;
- c. Payments to players;
- d. Funds available to operator; and
- e. Tickets and prizes dispensed and played to reconcile with amount won.

7.1.9. Data Retention Requirements. Data necessary to audit compliance with the standards set forth in this Appendix shall be maintained for a minimum of 2 years, and in connection with determining randomness where applicable, for a minimum of 6 months. To the

extent not inconsistent with the foregoing, data shall be retained and backed up by the Electronic Accounting System according to the following minimum requirements:

- a. Accounting records;
- b. Per Player Terminal, Cashier Terminal, or other points of cash exchange-daily records and meters: on-line for 6 months;
- c. Daily records and meters: off-line for 12 months;
- d. Game Set Records, as to each Player Terminal and by Game Set;
- e. The amount wagered and the amount won, daily by prize level, on line: 6 months;
- f. The amount wagered and the amount won, daily by prize level, off line: 6 months;
- g. On-line prize redemptions: 30 days;
- h. Dated cash vouchers: 30 days;
- i. Cash vouchers cancelled by Player Terminal: 7 days;
- j. Cash vouchers redeemed by cashiers or redeemed at Kiosks: 30 days;
- k. Log files that track password access to sensitive components: online for 90 days, offline for 12 months; and
- l. Log files that track system events or errors: 90 days.

7.1.10 Other Reports. Revenue reports for the Tribal Lottery System must be made and maintained on a confidential and secure basis which, at a minimum on a daily and monthly basis, provides:

- a. The amount of cash removed or dropped from Player Terminals;  
and

- b The percentage of Player Terminals offering wagers between \$5.01 and \$20.

## **SECTION 8. CASHLESS TRANSACTION SYSTEM SECURITY, REPORTING AND STORAGE REQUIREMENTS**

8.1 Player Information. The following requirements shall be met in connection with any Cashless Transaction System:

8.1.1 All player information must be stored on at least two separate non-volatile media;

8.1.2 An audit file must be kept of all player financial transactions. This file must be stored in at least two separate non-volatile media, and be accessible for purposes of audit and dispute resolution to authorized individuals; this file must be available on-line for a minimum of 30 days, after which it must be available off-line for a minimum of 180 days;

8.1.3 Physical and operational controls must be used to protect player information from tampering or unauthorized access;

8.1.4 Passwords or personal identification numbers (PINs), if used, must be protected from unauthorized access;

8.1.5 All means for communicating information within the system shall conform to the protocol standards set forth in Section 9.3;

8.1.6 All player information shall be accurately recorded and such recording protected by the system;

8.1.7 Any card or other tangible instrument issued to a player for the purpose of using the Cashless Transaction System shall bear on its face a control or inventory number unique to that instrument;



8.1.8 Encoded bearer instruments printed or magnetic may include coupons and other items distributed or sold for game play, promotional, advertising or other purposes, but may not include cash. Such instruments must be in electronically readable form in addition to having unique identification information printed on the instrument face. The daily and monthly reporting must include with respect to such instruments:

- a. Cash converted to value in the cashless system;
- b. Outstanding unredeemed balance;
- c. Value in the cashless system converted to cash;
- d. Amount wagered; and
- e. Amount won.

8.1.9 Redemption periods, if any, shall be posted or otherwise disclosed to all players.

8.1.10 Vouchers must bear on the face, in addition to the unique serial number, the following:

- a. Time/Date printed;
- b. Unique identification from which it was printed; and
- c. Value of voucher.

8.2 Smart Cards. Any "smart card" (i.e., a card generally made of plastic with a computer chip imbedded in it) system which the Tribe intends to implement as part of the Cashless Transaction System shall be tested by the Gaming Test Laboratory to ensure the integrity of player funds, following the standards applicable to player information set forth in Section 8.1. Any smart card must store on the card or on the system using the card an audit trail of the last ten (10) transactions involving the use of the card. Each transaction record must include, at a minimum, the type of transaction, the amount of the transaction, the date of the transaction, the time of the transaction, and the identification of the Player Terminal or cashier

terminal or other points of cash exchange where the transaction occurred. The minimum daily and monthly reporting for smart card activity must include:

- 8.2.1 Total of cash transferred to smart cards;
- 8.2.2 Total of smart card amounts transferred to cash;
- 8.2.3 Total of smart card amounts transferred to Game Play Credits;
- 8.2.4 Total of Game Play Credits transferred to smart card amounts; and
- 8.2.5 Total unredeemed smart card balance.

8.3 Other Functions. Systems shall be permissible that allow player tracking, maintenance tracking, and other gaming management or marketing functions. These systems shall not interfere with, or in any way affect, the outcome of any Tribal Lottery Game or the cashless accounting system. Systems shall be permissible that allow progressive prize management with the certification of the Gaming Test Laboratory and approval of the SGA.

8.4 Kiosks. Kiosks shall have reports that properly document all transactions, as well as dedicated video surveillance, to protect the integrity of the cashless system used. Cash boxes shall be designed so their contents are protected from unauthorized access, in accordance with Appendix A drop box and transportation standards, and shall be uniquely labeled for the purpose of audit and security.

## **SECTION 9. GENERAL SECURITY REQUIREMENTS**

The following requirements apply to all components of the Tribal Lottery System, including the Manufacturing Computer, the Central Computer, the Electronic Accounting System and Player Terminals.

9.1 Separation. The Manufacturing Computer, Central Computer, and Player Terminals in each Tribal Lottery System shall be physically and operationally independent from

one another except as specified otherwise in this Appendix, such as for communications, storage and security monitoring, including the routing of communications among system components, provided such routing does not affect the integrity of the communications or the outcome of any game. All Tribal Lottery System cables shall be secured against unauthorized access.

9.2 Security. The Manufacturing Computer and Central Computer must be in a locked, secure enclosure with both camera coverage and key controls in place. Routers, switches, hubs, or other network access points, to include management terminals and terminals not separated from the Tribal Lottery System by firewalls approved by the SGA and TGA, must also be in a locked, secure enclosure with both camera coverage and key controls in place. Access to Manufacturing Computers and Central Computers shall be logged by the system to include the date and time of access and available to SGA and TGA upon request.

9.3 Secure Connections; DES or Equivalent Data Encryption. Connections between all components of the Tribal Lottery System shall only be through the use of secure communication protocols which are designed to prevent unauthorized access or tampering, employing Data Encryption Standards (DES) or equivalent encryption with changeable seeds or algorithms.

9.4 Surge Protection; Uninterrupted Power System (UPS). Each component of the Tribal Lottery System shall at all times be connected to a device which provides surge protection on any line that feeds it and, with the exception of Player Terminals, shall be connected to a temporary power source, such as a UPS, to provide means for an orderly shutdown of the computer in the event of a main power system failure.

9.5 Identification Plates. A non-removable plate shall be affixed to the exterior of each Player Terminal which shall have written upon it the Terminal's serial number and model number of the component and name of the manufacturer. Other audit numbers may be required to be affixed to provide a means of identifying individual Terminals for correlation to required reports.

9.6 Locked Areas. The Manufacturing and Central Computers shall at a minimum be enclosed in a locked and monitored cabinet. Access shall be through the use of access controls provided in Section 9.7. The Player Terminal shall have at a minimum the following separately locked areas, which shall be the only means of accessing any non-public part of the Terminal: (a) a locked and monitored cabinet door; (b) a locked microprocessor compartment; (c) a locked outer cash box door; and (d) a locked drop cash box door.

9.7 Access Control Standards. Keys which provide access to any locked compartment, component or area of a Tribal Lottery System, as well as passwords, keycards, or PIN numbers used to access the Tribal Lottery System, shall be maintained and used in accordance with the access control standards enacted in the Tribe's statement of minimum internal controls.

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

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

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

9.10 Cameras. For purposes of this section, all components of the Tribal Lottery System, except wiring, cables, and conduit in which they are located, shall have the ability to be effectively and clandestinely monitored and recorded by means of a closed circuit television

system or digital surveillance system in accordance with Appendix A and as authorized by TGA and SGA, in compliance with the requirements of the Compact.

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

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

10.1 Designation of Independent Gaming Test Laboratory. The Tribe shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. Any Gaming Test Laboratory selected shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of electronic gaming systems and to otherwise perform the functions set forth in this Compact, and shall be licensed by the SGA. The SGA shall maintain a list of approved Gaming Test Laboratories. A Tribe may request additional laboratories be placed on the SGA's list of Gaming Test Laboratories which request shall not be reasonably withheld. Any laboratory that is currently licensed and approved by any state, province or country to test or evaluate electronic gaming devices or systems shall be placed on the list if after review by the SGA it is found to be so qualified and otherwise meets the background and licensing requirements applicable to such laboratories under Washington State Law. For any testing required under this Appendix, the Tribe shall choose a laboratory from those Gaming Test Laboratories on said SGA list. If, at any time, any of the Gaming Test Laboratory's licenses from any jurisdiction are suspended, terminated or subject to disciplinary actions, the Gaming Test Laboratories may be removed from the SGA's list. If removed from the SGA list, the Tribe shall choose a new Gaming Test Laboratory as provided herein.

10.2 Testing and Certification of Tribal Lottery Systems. No Tribal Lottery System or component thereof may be offered for play unless:

10.2.1 Such Tribal Lottery System is approved by the SGA as provided in Section 10.3;

10.2.2 The Tribal Lottery System or component prototype thereof, has been tested and certified by the Gaming Test Laboratory as meeting the requirements specified by this Appendix;

10.2.3 If not already provided to the Gaming Test Laboratory, the Tribe shall provide, or require that the manufacturer provide to the Gaming Test Laboratory and the SGA two (2) copies of Tribal Lottery System illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes, hexadecimal dumps (the compiled computer program represented in base 16 format), and any other information requested by the Gaming Test Laboratory or SGA;

10.2.4 If requested by the Gaming Test Laboratory or SGA, the Tribe shall require the Manufacturer to transport working models of the Tribal Lottery System to a location designated by the Gaming Test Laboratory or SGA for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the components of the Tribal Lottery System. If requested by the Gaming Test Laboratory or SGA, the Tribe shall require the Manufacturer to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis. For purpose of continued monitoring, the SGA may retain working models of any Tribal Lottery System or component after approval for as long as the equipment is in play in the state;

10.2.5 At the conclusion of each test, the Gaming Test Laboratory shall provide to the SGA and the TGA a report that contains findings, conclusions and a certification that the Tribal Lottery System conforms or fails to conform to the requirements contained in this Compact. If the Gaming Test Laboratory determines that the device fails to conform to such requirements or technical standards, and if modifications can be made which would bring the Tribal Lottery System into compliance, the report may contain recommendations for such modifications. The State is not bound by the findings, conclusions or certifications of the

Gaming Test Laboratory for purposes of its enforcement of the provisions of this Compact and may perform further testing on the system or components to verify compliance;

10.3 Approval by the SGA. Upon receiving the certification from the test laboratory, the SGA shall either approve or disapprove the Tribal Lottery System or component thereof based on the technical criteria contained in this Appendix, within sixty (60) days of receipt of the certification as to any new Tribal Lottery System or any component thereof, and within fifteen (15) days of the receipt of the certification as to any modification of a system which has already been approved by the SGA. The certification shall be deemed approved if no action is taken thereon by the SGA within said sixty (60) day period or fifteen (15) day period, as may be applicable. The fifteen (15) day period shall be extended for the first nine (9) months after the effective date of this Appendix and, during that first nine (9) month period, such certification shall only be deemed approved if no action is taken within thirty (30) days. Any disputes arising out of the approval process in this Section 10.3 shall be resolved in accordance with the binding arbitration provisions of the Compact.

10.4 Modifications of Approved Lottery Systems; Emergency Certifications. No modification to any Tribal Lottery System may be made after testing, certification and approval of a Tribal Lottery System without certification of the modification by the Gaming Test Laboratory under Section 10.2 and approval thereof by the SGA under Section 10.3. In situations where immediate modifications are necessary to preserve the integrity of a Tribal Lottery System which has been operating pursuant to an approval obtained under section 10.3, the Gaming Test Laboratory may issue an emergency certification of the modification and that it must be made immediately to preserve the integrity of the Tribal Lottery System. Such emergency certifications shall be deemed to be temporarily approved by the SGA and remain in effect until the SGA takes action on the certification, which shall be governed by section 10.3, provided that no emergency certification shall be valid or effective until actually approved by the SGA if it was not received by the SGA within 5 days after being issued.

10.5 Manufacturer's Conformity to Technical Standards. Before any component of a Tribal Lottery System may be placed into operation, the Tribe shall first have obtained a written

Certification from the manufacturer that upon installation, each such component: (a) conforms to the specifications of the Tribal Lottery System as certified by the Gaming Test Laboratory; and (b) operates and plays in accordance with the requirements of this Compact. Authorization to operate a Tribal Lottery System requires that it operate and play in accordance with the requirements specified by this Appendix; provided that while the failure of such Tribal Lottery System to comply with such requirements will suffice as a grounds to enjoin or otherwise terminate said Tribal Lottery System's operation, such non-compliance will not be deemed a violation of this Compact as long as the Tribe has relied in good faith on the certification of the manufacturer and has retained a written certification in the manner described in this section.

10.6 Payment of Gaming Test Laboratory Fees. The Tribe shall be responsible for the payment of all Gaming Test Laboratory fees and costs in connection with the duties described in this Compact. The Tribe shall provide copies of all Gaming Test Laboratory invoices and payments by the Tribe to the SGA, which shall have the right to audit such fees. In order to assure independence of the Gaming Test Laboratory, any Gaming Test Laboratory Payment delinquency by the Tribe of fees or costs due to the Gaming Test Laboratory may be grounds by the SGA for rejecting such laboratory's reports or certification.

10.7 Gaming Test Laboratory Duty of Loyalty. The Tribe shall inform the Gaming Test Laboratory in writing that, irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State and the Tribe.

10.8 Random Inspections. The Tribe shall allow the SGA to inspect any components of the Tribal Lottery System for the purposes of confirming that such component is operating in accordance with the requirements of this Compact and that such component is identical to that tested by an Independent Test Laboratory. Inspections shall be pursuant to the Facility access rules set forth in the Compact.

10.9 SGA to be Supplied Model of Player Terminal and System. If not already provided to the SGA, the SGA shall, upon request, be supplied a Player Terminal Central Computer and Manufacturing Computer to be held at the SGA's offices for purposes of determining compliance with these technical requirements.



## **SECTION 11. ALTERNATIVE STANDARDS PERMITTED**

Notwithstanding anything in this Appendix to the contrary, the SGA and Tribe may agree on alternative provisions to those set forth herein, provided such provisions adequately preserve and protect the integrity and security of any game or gaming system or component, or accounting or auditing system or component, affected thereby.

## **SECTION 12. TRIBAL LOTTERY SYSTEM PLAYER TERMINAL ACQUISITION AND OPERATION**

12.1 Allocation. The Tribe shall be entitled to an allocation of, and may operate or transfer the ability to operate, up to 1075 Player Terminals (“Allocation”).

12.1.1 If the Tribe has not previously operated a gaming facility, the SGA shall conduct a standard compliance review commencing on the one year anniversary of the facility’s opening to determine whether the following requirements have been satisfied:

- a. There have been no violations of the provisions of the Compact that have resulted in sanctions imposed by the Federal District Court;
- b. There have been no violations of the Compact which are substantial or would be deemed material due to repetition;
- c. There have been no material adverse impacts on the public safety or welfare of the surrounding communities in the nature of criminal activities directly related to the operations of the Class III Gaming Facility;
- d. Any changes in the operating requirements that are necessary to accommodate any increase in the number of Player Terminals in use have been implemented; and

- e. All fees due from Tribe under Section 13 have been paid, or in the alternative either a memorandum of understanding with the SGA ("MOU") has been entered into or an arbitration has been demanded, has not been resolved, and the Tribe has complied with the provisions of Section 13.5.

A summary of the results of the compliance review will be provided to both the Tribe and the TGA.

12.2 Further Conditions. The Tribe may acquire the ability to operate additional Player Terminals that have been allocated by compact to any other Washington tribe and may also transfer any of its own Allocation of Player Terminals, or the ability to operate such allocated Terminals to another Washington tribe that has entered into a compact authorizing operation of a Tribal Lottery System consistent with this Appendix ("Eligible Tribe"), subject to the following conditions:

12.2.1 Subject to Section 12.4 below, the Tribe may operate no more than 2,500 Player Terminals per facility ("Facility Limit"), and no more than a combined Player Terminal total ("Total Operating Ceiling") of 3,000 Player Terminals. It is also agreed that upon the effective date of this Appendix, the Total Operating Ceiling for the Muckleshoot Tribe, Tulalip Tribes, and Puyallup Tribe shall be 3,500 for each of those three tribes until the third anniversary of the effective date of this Appendix, at which time it shall increase to 4,000 for each of those same three tribes. It is further agreed that the Tribe shall not be entitled as a matter of right to an increase in its Total Operating Ceiling based on the fact that the Muckleshoot Tribe, the Tulalip Tribes, and the Puyallup Tribe are entitled under this Appendix to operate up to the separate, higher Total Operating Ceiling(s) established specifically for them in this Appendix.

12.2.2 The Tribe agrees that its acquisitions and transfers of the ability to operate additional Player Terminals shall be made only pursuant to a plan approved by no less than a majority of the tribes that were Eligible Tribes at the time such plan was adopted. Development and approval of the plan shall follow notice to all Eligible Tribes and an

opportunity to participate in creating the plan. Once adopted or amended, the plan shall stay in effect without change for at least one year, even if additional tribes become Eligible Tribes thereafter, but such additional tribes may participate in the plan. Changes in the plan shall not affect the validity or terms of prior transactions conducted between or among tribes under the plan. The State shall have no responsibility whatsoever with respect to the plan, including but not limited to responsibility for providing notices to tribes, determining if the plan has been agreed to properly, monitoring its rules or implementation, or any other aspect of such plan, the entire responsibility for which shall be upon the Eligible Tribes.

12.2.3 The Tribe waives the ability to operate a Player Terminal pursuant to its Allocation if the ability to operate such a Terminal has been transferred to another tribe until such time as the ability to operate such a Terminal has been reacquired by the Tribe.

12.2.4 The Tribe may not utilize the ability to operate a Player Terminal that was allocated to, and subsequently acquired from, another tribe, until it completes delivery to the State of documentation confirming the number of transfers of the ability to operate such Terminals it has acquired.

12.3. Joining Facilities by Common Enclosure.

12.3.1 Notwithstanding anything to the contrary in this Compact (including any amendments), Facilities that are physically joined (“Joined Facilities”) by a Common Enclosure (as defined below) shall be treated as separate Facilities for the purpose of determining compliance with the Facility Limit. No Class III game or gaming system, or component thereof, shall be located or operated outside the Tribe’s gaming facility except as approved pursuant to Section 5.11. Facilities may share utility services, electronic and computer data, accounting, equipment, instructions, information, functions and systems. If the combined Player Terminals in any structure (regardless of its resemblance to a Joined Facility or inclusion of what would otherwise be deemed to be a Common Enclosure) total no more than the Facility Limit, the Tribe may treat the entire structure as a single Facility and not as a Joined Facility or as containing a Common Enclosure.

12.3.2 As used herein, the term "Common Enclosure" means a walkway, breezeway, or hallway that is physically connected to, and is shared in common by, Joined Facilities and its primary purpose is to provide a passage from one facility to another. A Common Enclosure shall not contain any Tribal Lottery System Player Terminals, gaming tables or other gaming equipment and shall not be more than one story tall, with a height of not more than twenty feet from the floor to the interior ceiling and a width of not more than thirty feet.

12.4 Other Circumstances. Except as specifically provided in Section 12.2.1 of this Appendix, in the event the State agrees (or is required by law or a court ruling to agree) to permit an allocation of Player Terminals to a tribe which is greater, or is on terms which are more favorable, than as set forth herein, the Tribe shall be entitled to such greater Allocation or more favorable terms.

### **SECTION 13. STATE REGULATORY FEES**

13.1 Payment of Outstanding Fees. All regulatory fees which have been billed by the SGA to the tribes collectively who are parties to State of Washington v. The Confederated Tribes of the Chehalis Reservation, NO. C 95-1805-FVS (W.D. Wa.), covering services through the most recent billing period, shall be paid prior to the Tribe being authorized to operate the Tribal Lottery Systems set forth in this Appendix. This requirement shall be deemed to have been met with respect to any fees as to which either a) a MOU has been entered into regarding such fees and the Tribe has paid all fees due through the most recent billing period as stated above, or b) an arbitration has been demanded and has not been resolved and the Tribe has made the payments and deposits required under Section 13.5.

13.2 Set-up Fee. As part of the recoverable cost of regulating Tribal Lottery Systems under this Appendix, the State shall be entitled to the reasonable cost of initially setting up such regulation ("Set-up Fee"), which shall not exceed for all Eligible Tribes, in the aggregate, the sum of \$250,000. The Tribe acknowledges that the SGA's ability to regulate Tribal Lottery Systems, and thus the implementation of this Appendix, is contingent on the receipt by the SGA of an advance deposit to be credited against the Set-up Fee in the full amount of \$250,000 ("Set-

up Deposit"). The Tribe agrees to cooperate and participate on a fair and pro rata basis (i.e., dividing the entire amount due by the number of Eligible Tribes at the time such determination is made) in any agreement among the Eligible Tribes with respect to the Set-up Deposit, which shall be paid to the SGA within three months of the casino opening.

13.3 Payment of Tribe's Share of Set-up Fee. As a condition to the Tribe's operation of the Tribal Lottery System under this Appendix, the Tribe shall deposit with the SGA its pro-rata share of the Set-up Deposit if the actual costs comprising the Set-up Fee have not yet been determined, or if so, of the Set-up Fee. In the event the Tribe pays the SGA more than its pro-rata share of the Set-up Deposit or, after the actual costs are determined, the Set-up Fee, it shall be reimbursed by way of future Regulatory Fee credits based on the collection by the SGA of additional pro-rata payments from other Eligible Tribes, the addition of such tribes and resulting recalculation of the pro-rata amount per tribe, or both, as the case may be. The pro-rata amount per tribe shall be redetermined by the SGA at least once a year to take into account the collection of further tribal pro-rata payments or the addition of new Eligible Tribes, and further credits due as a result thereof shall be applied to the next billing period.

13.4 Annual Regulatory Fees. The Tribe agrees to pay its share of the SGA's actual costs which are reasonably incurred in order to commence and carry out its regulatory functions with respect to the Tribe's gaming under this Appendix, through the payment of an annual Regulatory Fee. For the sake of convenience and efficiency, the Regulatory Fee shall also include any actual costs which were incurred by the SGA in connection with the Tribe's class III gaming other than those authorized under this Appendix, and shall supersede provisions in the Compact with respect to the imposition of such fees therein. "Actual costs" as used herein shall mean those costs that were reasonably incurred in order to protect the honesty and integrity of the gaming being operated by Tribe under, and to monitor the Tribe's compliance with, the Compact. Costs incurred in common for more than one tribe shall be allocated among such tribes. For purposes of this Section 13, prior years' actual costs shall be based on the actual costs incurred for the twelve months ending September 30. Regulatory Fees shall be paid as follows:

13.4.1 First Year Regulatory Fees. Upon commencement of operations of a Gaming Operation, the SGA shall make a good faith estimate of the cost of regulating the Tribe's activities under this Appendix for the remainder of the calendar year.

13.4.2 Cost Allocation. Notwithstanding anything in the Compact to the contrary, the Regulatory Fees for all class III activities under the Compact, including those applicable to the activities described in this Appendix (except for the first year fees set by estimate as provided in Sections 13.4.1), shall be set by determining the cost of regulating the Tribe's class III activities using the State's cost allocation model currently in use as of the effective date of this Amendment.

13.4.3 Billing and Payment. The SGA shall notify the Tribe of the forthcoming Regulatory Fee at least 45 days prior to its becoming due. Regulatory Fees may be paid for an entire year in advance of the date on which the billing year commences (calendar year) or in no more than 12 equal monthly installments, each of which shall be due on the first day of each month, which monthly payments shall commence on the first day of the first month of the billing year, or within 45 days following notification of the amount of the forthcoming year's Regulatory Fee, whichever is later.

13.4.4 Audit. The SGA shall send the Tribe an annual audited accounting of actual costs on or before April 30<sup>th</sup> of the following year.

13.4.5 Revisions to State's Cost Allocation Model. The State may revise its cost allocation model, which shall become effective upon 90 days' notice to the Tribe. If the Tribe disputes the revised model, the State and Tribe shall meet and confer in an attempt to resolve the matter within 30 days. If the parties cannot resolve the dispute, the dispute resolution provisions set forth in section 13.5 shall apply.

13.5 Regulatory Fee Disputes. If the Tribe disputes the State's determination of the Regulatory Fee, the Tribe shall pay no less than the amount of the fee which is not in dispute to the SGA when due and deposit the disputed amount into an escrow account that is restricted until such dispute is resolved. The dispute will be resolved pursuant to the binding arbitration

provisions of this Compact. If the Tribe fails to make the required payment to the SGA or deposit into escrow, the State may pursue any of the remedies set forth in the Compact for the Tribe's breach thereof.

#### **SECTION 14. OTHER PAYMENTS**

In order to provide for impacts to local community services that may arise as a result of the gaming authorized under this Appendix, the following payments shall be made from revenues derived from, as specified, the Tribe's Class III gaming or Tribal Lottery System activities on the terms and conditions set forth below.

14.1 Impact Costs. Up to one-half of one percent (0.5%) of the net win derived from Tribal Lottery System activities, determined on an annual basis using the Tribe's fiscal year, shall be added to any amounts payable and distributable from other Class III activities under the Compact in order to meet community impacts, to the extent such Compact amounts are insufficient to meet actual and demonstrated impact costs.

14.2 Charitable Donations. One-half of one percent (0.5%) of the net win derived from Tribal Lottery System activities, determined on an annual basis using the Tribe's fiscal year, shall be donated to non-tribal bona fide non-profit and charitable organizations in the State of Washington.

14.3 Community Impacts. Up to one-half of one percent (0.5%) of the net win derived from the Tribal Lottery System, determined on an annual basis using the Tribe's fiscal year, determined by deducting from one percent of said net win the amounts actually paid under Sections 14.1 and 14.2 in said year, shall be applied to Tribal governmental programs which have an impact on the community by assisting the Tribe and its members in become self-sufficient, such as programs concerned with Tribal law enforcement, education, housing, health, elderly care, safety, and gaming regulation.

14.4 Problem Gambling. Thirteen one-hundredths of one percent (0.13%) of the net win derived from all Class III gaming activities, determined on an annual basis, shall be

dedicated to problem gambling education, awareness, and treatment in the State of Washington. Contributions shall be made to governmental, charitable and/or non-profit organizations, which may include the Department of Social and Health Services' Division of Alcohol and Substance Abuse (DSHS/DASA), that are directly related to helping to reduce problem gambling. The 0.13 percent of net win shall be paid annually, commencing with the conclusion of the Tribe's first full fiscal year following the date upon which this Appendix becomes effective and shall be paid annually within one year of the close of the Tribe's fiscal year.

14.5 Smoking Cessation and Prevention. Thirteen one-hundredths of one percent (0.13%) of the net win derived from Tribal Lottery System activities, determined on an annual basis, shall be dedicated to smoking cessation, prevention, education, awareness, and treatment in the State of Washington. Contributions shall be made to governmental, charitable and/or nonprofit organizations that have as a purpose the discouragement of the use of tobacco. However, if the Tribe operates any of its Class III gaming facilities as entirely smoke-free, the Tribe's smoking cessation contribution shall be reduced proportionally based upon the pro rata number of Tribal Lottery System machines in that non-smoking facility compared to the total number of Tribal Lottery System machines operated by the Tribe. Additionally, it is also agreed that if the Tribe completely prohibits the sale and use of alcohol in all of its Class III gaming facilities, the Tribe shall be entirely excused from making the smoking cessation contribution required by this subsection for as long as the prohibition on the sale and use of alcohol remains in effect. The 0.13 percent of net win shall be paid annually, commencing with the conclusion of the Tribe's first full fiscal year following the date upon which this Appendix becomes effective and shall be paid annually within one year of the close of the Tribe's fiscal year as set forth in section 14.6.3.

14.6 Payment. The payments set forth in Section 14.1 through 14.5 shall be subject to the following:

14.6.1 Except in Section 14.4, as used in Section 14, the term "net win" shall mean the total amount of Tribal Lottery System revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts paid to winners),



less any cost of developing, licensing, or otherwise obtaining the use of the Tribal Lottery System. In Section 14.4, the term "net win" shall mean the total amount of Class III gaming revenue after prizes or winnings have been paid out (i.e., the difference between the amount wagered or played and the amounts paid to winners) less any cost of developing, licensing, or otherwise obtaining the use of the Class III games;

14.6.2 Because IGRA requires that the Tribe be the primary beneficiary of gaming revenues, no donation shall be due under Section 14.2 in any Tribal fiscal year in which the Tribe has not made a profit from its class III operation, taking into account the effect of such donation if made. As used herein, the term "profit" shall mean net profits associated with the operation of all Class III gaming by the Tribe, as determined under GAAP, but without deduction for depreciation;

14.6.3 The payments and distributions required by Sections 14.1, 14.2, and 14.3, above, shall be paid within one year of the close of the Tribe's fiscal year. In the first year that a tribe operates a gaming facility, the payments required by Sections 14.1, 14.2, and 14.3, above, shall be reduced by one half, and in the second year that a tribe operates a gaming facility, the payments required by those Sections shall be reduced by one quarter. The payments required by Sections 14.4 and 14.5, shall be paid as indicated in those Sections.

#### 14.7 Community Investments and Contributions

14.7.1 Qualifying Programs. The Tribe agrees to continue its commitment of investing in the health and welfare of the community by providing for programs that benefit tribal and non-tribal members through Community Investments and Contributions. Community Investments and Contributions are intended to support programs including, but not limited to the following:

- a. Goods and services purchased;
- b. Wages and benefits paid (including number of jobs provided);

- c. Law enforcement, courts, detention programs, and fire and emergency services (contributions may include cross deputization and mutual aid agreements, facilities and equipment);
- d. Natural resource protection and habitat restoration;
- e. Health care, including: drug and alcohol treatment and prevention services, smoking cessation programs, problem gambling treatment and services, mental health care, dental care, and health promotion programs, such as diabetes prevention, nutrition programs, and fitness programs;
- f. Education, including tutoring, head start and related services, as well as direct financial support to State-funded education;
- g. Day care;
- h. Disaster and emergency preparedness;
- i. Public utilities, including water, wastewater, and water treatment infrastructure;
- j. Economic development and job training;
- k. Elder services;
- l. Cultural resource protection;
- m. Social services programs, such as food banks, shelters, etc.;
- n. Transit services;
- o. Outreach and informational programs, such as financial training for homeowners, home repair classes, GED classes, parenting classes, etc.;
- p. Roads, bridges and other transportation infrastructure (including sidewalks, lighting, signage);
- q. Low income housing;

- r. Public works, public facilities (such as museums, libraries, cultural facilities, wellness centers, elections facilities), athletic fields, parks, and other recreational facilities;
- s. Contributions to communities or charities; and
- t. In kind contributions related to any of the above.

14.7.2. Community Investments and Contributions Report. In order to ensure that such efforts and contributions are recognized and documented, the Tribe agrees to provide and certify data that fairly reflect its Community Investments and Contributions in an annual report. The report shall contain the date or time period of the contribution, a brief description of the program or services, and an approximate dollar value of the investment or contribution. The report shall be accompanied by a certification that the data supplied by the Tribe is accurate.

## **SECTION 15. MORATORIUM**

15.1 Amendment Moratorium. The Tribe agrees to seek no additional amendments to this Appendix with respect to the subject matter of Tribal Lottery System Terminals prior to June 30, 2009, (“Moratorium”) except in the following circumstances, which circumstances may also constitute a basis for the Tribe to seek such an amendment after the expiration of the Moratorium:

15.1.1 Technical Changes. Nothing in this Section shall prohibit the Tribe or State from seeking changes of the technical provisions of this Appendix if the necessity or desirability for such changes becomes apparent in the development, testing, production, marketing, or use of the system. Neither party shall unreasonably deny such requests.

15.1.2 Mutual Agreement. Nothing in this Section shall diminish the right of either party to amend the terms and conditions of this Compact by mutual agreement, as otherwise provided in this Compact.

15.2 Post-Moratorium. Upon the expiration of the Moratorium, the following circumstances may constitute a basis for the Tribe to seek an amendment and without prejudice to any other provision(s) of the Compact or this Appendix, except the application of the Moratorium in section 15.1, above, to such provision(s), when:

15.2.1 Federal or State law, whether by statute, rule, regulation or other action is amended to authorize any gambling devices now prohibited or not now permitted in the State and/or not governed by this Appendix;

15.2.2 A State or Federal Court within the State of Washington or a Federal Court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation by any person, organization or entity to use a gambling device that was not deemed by the State to be authorized at the time this Compact amendment was executed, or is not authorized by this Compact; or

15.2.3 Any other tribe located in the State of Washington obtains through a Compact or Compact amendment, or otherwise through applicable federal law, or any person or entity (including the State Lottery) is licensed to use or places in use, any type or number of Class III - type gambling device or equipment which is materially different from or allows a greater quantity per location than that which is authorized by this Compact. In such event the Tribe shall be entitled to use such equipment or increase their allocation to a like number, subject to good faith negotiations with the State regarding the use and regulation of such equipment, which negotiations shall be subject to the dispute resolution provisions of this Compact.

15.2.4 Any other tribe located in the State of Washington actually offers to patrons pursuant to a Compact or Compact amendment, or otherwise through applicable federal law, higher maximum wagers than provided for in this Compact, and/or the extension of credit, then the Tribe may likewise do so in conformity with the terms and conditions so permitted the other tribe.

## **SECTION 16. HOURS OF OPERATION**

Notwithstanding anything in the Tribe's Compact, as amended, to the contrary, the Tribe shall determine the hours of operation for each of its gaming facilities.

## **SECTION 17. DISPUTE RESOLUTION**

In the event of a dispute hereunder, it shall be resolved in accordance with any dispute resolution provisions specifically made applicable in this Appendix to such disputes, or if there are none, under the Dispute Resolution provisions of the Compact.

## **SECTION 18. EFFECTIVE DATE**

This Appendix shall take effect only when the following conditions have, in the order listed, been met: 1) additional amending Appendices containing identical terms, conditions, and provisions have been approved and signed by the authorized officials of the State and by all of the Indian tribes in the State of Washington (excepting only the Cowlitz Tribe and the Spokane Tribe) that were federally recognized on or before January 1, 2007; 2) the approved and signed amending Appendices for every federally recognized Washington tribe (excepting only the Cowlitz Tribe and the Spokane Tribe) have been forwarded to the United States Secretary of the Interior; and, 3) notice of the approval of this Appendix by the United States Secretary of the Interior has been published in the Federal Register in accordance with 25 U.S.C. §2710(d)(3)(B). Provided, if the provisions of this Section 18(1) and (2) above have not been fully satisfied within 90 days after execution by the State and the Tribe, then the Tribe shall be entitled to terminate its approval of this Appendix. Provided further, that the State may, if it chooses, waive the requirements of subsections (1) and (2) of this Section 18.

**Nisqually Indian Tribe-State of Washington  
Class III Gaming Compact**

**Appendix X2 Addendum  
Tribal Lottery System Terminal Allocations**

**Section 1. Overview**

The Parties executed the Second Amendment to the Tribal-State Compact, known as Appendix X2. Appendix X2 became effective May 31, 2007. This Appendix X2 Addendum further supplements Appendix X2 as follows:

**Section 2. Definitions**

All terms not defined herein shall have the same definitions as in the Tribe's Compact and its amendments and appendices.

- 2.1 **"Available for Lease"** means a Player Terminal that is part of an Eligible Tribe's Allocation of Player Terminals and is neither in use in any Eligible Tribe's Gaming Facility or Facilities, nor leased to another Eligible Tribe.
- 2.2 **"Certification"** means a confirmation conducted and signed by an Independent Accounting Firm that states the number of Player Terminals Available for Lease in the State of Washington.
- 2.3 **"Eligible Tribe"** means a Washington Tribe that has entered into a compact authorizing operation of a Tribal Lottery System consistent with Appendix X2.
- 2.4 **"Independent Accounting Firm"** means a person or firm licensed by the Washington State Board of Accountancy.

**Section 3. Increases to Tribe's Allocation of Player Terminals**

- 3.1 The Tribe's Allocation of Player Terminals as set forth in Appendix X2 may increase by 50 Player Terminals upon meeting the procedures and conditions set forth in this Addendum.
- 3.2 The Tribe shall provide the State Gaming Agency with written notice, along with Certification from an Independent Accounting Firm, that there are 500 or fewer Player Terminals Available for Lease among all tribes participating in the Tribal Lottery System under Appendix X2. The Tribe shall derive its notice and Certification from information provided by participants in the plan described in Section 12.2.2 of Appendix X2.
- 3.3 Upon receipt of the Tribe's notice, the State Gaming Agency shall review the Certification and verify the Player Terminals Available for Lease in the state. To facilitate the State Gaming Agency's review and verification process, the Tribe

shall authorize the Independent Accounting Firm to make available for review by the State Gaming Agency all supporting records used to develop the Certification.

- 3.4 The State Gaming Agency has 30 days to review, verify, and provide written notification to the Tribe of the additional Allocation of Player Terminals set forth in Section 3.1. Any such increase to the Tribe's Allocation shall become effective 30 days after notification by the State Gaming Agency.
- 3.5 Such notice by the State Gaming Agency shall for all purposes increase the Allocation of Player Terminals for the Tribe until such time as, if ever, another notice and Certification is delivered to the State Gaming Agency for an increase to the Allocation.
- 3.6 Except as set forth in Section 3.7, additional increases to the Tribe's Allocation of Player Terminals under this Section are limited to one (1) increase per twelve (12) month period.
- 3.7 Notwithstanding the limitation set forth in Sections 3.5 and 3.6, if the Tribe, or another Eligible Tribe, licenses a new Gaming Facility on Tribal Lands that will operate more than 1,075 Player Terminals at its initial opening, the Tribe may provide written notification to the State Gaming Agency of such licensure. After receipt of such notification, the State Gaming Agency has 30 days to review, concur, and provide written notification to the Tribe that the Tribe's Allocation of Player Terminals shall increase by an additional 50 Player Terminals.
- 3.8 In the event any other Eligible Tribe becomes entitled to an increased Allocation of Player Terminals under that tribe's version of Section 3.4 or 3.7, the Tribe shall be automatically entitled to the same Allocation increase authorized to that other Washington tribe by its version of Section 3.4 or 3.7 above, and the State shall provide prompt notification of the increase to the Tribe.

#### **Section 4. Dispute Resolution**

- 4.1 If a dispute arises between the Tribe and the State with respect to the terms and conditions set forth in this Addendum, including but not limited to the number of Player Terminals Available for Lease, the State and Tribe shall meet and attempt to resolve the dispute not later than 30 days prior to the increased Allocation of Player Terminals going into effect.
- 4.2 If either party believes, after the meet and confer has commenced, that a resolution by the parties cannot be achieved, then either or both parties shall be entitled to have the dispute resolved pursuant to the dispute resolution provisions of the Compact.

**NISQUALLY INDIAN TRIBE – STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX Y  
Requirements for Electronic Gambling Devices**

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## APPENDIX Y

### NISQUALLY INDIAN TRIBE – STATE OF WASHINGTON GAMING COMPACT

#### 1. INTRODUCTION

##### 1.1 General

This Appendix is created to provide the basic "core" requirements for Electronic Gambling Devices ("EGDs") authorized under Section IV.D. of the Compact and to establish the approval and testing process for gaming machines and associated equipment that are to be operated by the Nisqually Indian Tribe ("Tribe") in the State of Washington, pursuant to the Compact heretofore approved by the Secretary of the Interior. This Appendix does not apply to EGD's authorized under Appendix X or X2 to the Compact, which are governed by the respective Appendix.

These standards take into consideration certain judicially articulated restrictions on the use and operation of EGDs. Those restrictions prohibit:

- a) individual play against such devices or terminals; and
- b) activation of gaming devices by the insertion of a coin or currency.

##### 1.2 Intent

The intent of this Appendix is to ensure that gaming located on Tribal Lands occurs in a manner that is:

- a) Fair;
- b) Secure;
- c) Auditable; and
- d) Compliant with judicially articulated restrictions.

##### 1.3 Testing

The general purpose of testing gaming equipment is to determine the suitability of such gaming equipment for operation in the intended environment. Prior to operation, all EGDs and associated equipment shall be tested by a licensed gaming laboratory to:

- a) verify that they comply with the requirements of the Compact and this Appendix;
- b) ensure that they are fair to both the players and the operators;
- c) verify that they comply with currently accepted gaming test industry standards such as GLI 11 and 12; and
- d) ensure that the equipment does not constitute:
  - i) electronic, mechanical or electro-mechanical devices or terminals which allow for individual play against such devices or terminals, or
  - ii) gambling that is activated/initiated by the insertion of a coin or currency.

#### 1.4 Judicially Articulated Restrictions

EGDs may be utilized by the Tribe under the following conditions:

- a) The EGD is activated by a "cashless transaction system" and not by the insertion of coin or currency;
- b) The EGD does not allow for individual play against the device or terminal. The parties agree that this requirement can be met in the following non-exclusive ways:
  - i) Players compete for a number from a predetermined set of numbers, each associated with a specific outcome; or
  - ii) Players compete in a pooled wagering system whereby prizes are awarded from a wagering pool or pools made up of the players' wagers and the house is entitled to a set amount of the pooled wagers. Systems meeting the requirements of this subsection may allow for an initial seeding of the wagering pool by the house, and reseeding in circumstances of excessive volatility.
- c) Player terminals do not contain slot machine-type spinning reel mechanisms in mechanical form, nor allow for activation by a slot machine-type handle; and
- d) The Tribe and the State Gaming Agency have signed an agreement for each specific type of EGD which confirms that that type of EGD meets the foregoing requirements and sets technical standards and internal controls for operation of that type of EGD.

#### 1.5 Approval Process

- a) Except for those EGDs governed by Appendix X or X2, the Tribe and the State Gaming Agency shall enter into an agreement for each specific type of EGD which the Tribe wishes to operate. Each agreement shall confirm that the proposed type of EGD meets the requirements contained in the Compact and this Appendix, and shall set the technical standards and internal controls for the operation of that type of EGD. Such technical standards and internal controls shall be uniformly applied to all Washington State gaming tribes and shall include, but not be limited to: operation, interface and random number generator standards; game reports; accounting system requirements and reports; cashless transaction system requirements and reports; security system requirements; testing requirements; and regulatory fees.
- b) The Tribe may present to the State Gaming Agency, at any time, a machine concept it believes satisfies the requirements of the Compact and this Appendix. Within thirty (30) days thereafter, the State Gaming Agency shall notify the Tribe of its acceptance or rejection of said concept. If the State Gaming Agency accepts the Tribe's concept, the Tribe and the State Gaming Agency shall have ninety (90) additional days to execute the agreement required by § 1.5(a); provided, however, said ninety (90) day period shall not commence until the Tribe has made a full submission of its machine proposal to the State Gaming Agency; provided,

further, that the Tribe shall not commence operation of said EGD until the laboratory testing and certification requirements referred to in § 1.3 of this Appendix are met.

- c) A "full submission," as that term is used in § 1.5(b), shall include machine hardware (a prototype EGD), base software (the software platform upon which games are loaded), game software for one or more games, and a detailed narrative description of said hardware, base software and game software. Failure of the Tribe and the State Gaming Agency to agree upon a machine concept or failure to execute an agreement required by § 1.5 (a) shall constitute a dispute or disagreement between the Tribe and the State Gaming Agency, subject to the dispute resolution provisions contained in Section XIII of the Compact.

## 2. TESTING AND MACHINE APPROVAL

### 2.1 Designation of Independent Gaming Test Laboratory

The State Gaming Agency shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. Any Gaming Test Laboratory selected shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of electronic gaming systems and to otherwise perform the functions set forth in the Compact. The Tribe may request additional laboratories be placed on the State Gaming Agency's list of Gaming Test Laboratories, which request shall not be unreasonably denied. Any laboratory that is currently licensed and approved by any state, province or country to test or evaluate EGDs or electronic gaming systems shall be placed on the list if, after review by the State Gaming Agency, it is found to be so qualified and otherwise meets the background and licensing requirements applicable to such laboratories under Washington State law. For any testing required under this Appendix, the Tribe shall choose a laboratory from those Gaming Test Laboratories on said State Gaming Agency list. If, at any time, any of the Gaming Test Laboratories' licenses from any jurisdiction are suspended, terminated or subject to disciplinary actions, the Gaming Test Laboratories may be removed from the State Gaming Agency's list. If removed from the State Gaming Agency's list, the Tribe shall choose a new Gaming Test Laboratory as provided herein.

### 2.2 Testing and Certification of EGDs

- a) No EGD may be offered for play unless:
  - i) such EGD is approved by the parties as provided in this Appendix; or
  - ii) the EGD prototype thereof has been tested and certified by the Gaming Test Laboratory as meeting the requirements specified by this Appendix.
- b) If not already provided to the Gaming Test Laboratory, the Tribe shall provide or require that the manufacturer provide to the Gaming Test Laboratory two (2) copies of EGD illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes, hexadecimal dumps (the compiled computer program represented in base 16 format), and any other information requested by the Gaming Test Laboratory. The Tribe shall make

all such materials available to the State Gaming Agency upon request;

- c) If requested by the Gaming Test Laboratory, the Tribe shall require the manufacturer to transport not more than two (2) working models of the EGD to a location designated by the laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the components of the EGD. If requested by the Gaming Test Laboratory, the Tribe shall required the manufacturer to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis;
- d) At the conclusion of each test, the Gaming Test Laboratory shall provide to the State Gaming Agency and the Tribal Gaming Commission a report that contains findings, conclusions and a certification that the EGD conforms or fails to conform to the requirements contained in the Compact. If the Gaming Test Laboratory determines that the device fails to conform to such requirements or technical standards, and if modifications can be made which would bring the EGD into compliance, the report may contain recommendations for such modifications. The parties are not bound by the findings, conclusions or certifications of the Gaming Test Laboratory for purposes of enforcement of the provisions of the Compact.

### 2.3 Approval by the State Gaming Agency

Upon receiving the certification from the Gaming Test Laboratory, the State Gaming Agency shall either approve or disapprove the EGD or component thereof, based on the technical criteria contained in this Appendix and the agreement adopted under § 1.5, within sixty (60) days of receipt of the certification as to any new EGD or component thereof, and within fifteen (15) days of the receipt of the certification as to any modification to a system which has already been approved by the State Gaming Agency. The certification shall be deemed approved if no action is taken thereon by the State Gaming Agency within said sixty (60) or fifteen (15) day period, as may be applicable. Any disputes arising out of the approval process in this § 2.3 shall be resolved in accordance with XIII of the Compact.

### 2.4 Modifications of Approved Systems: Emergency Certifications

No modification to any EGD may be made after testing, certification and approval of an EGD without certification of the modification by the Gaming Test Laboratory under § 2.3 and approval thereof by the State Gaming Agency under this § 2.4. In situations where immediate modifications are necessary to preserve the integrity of an EGD which has been operating pursuant to an approval obtained under § 2.3, the Gaming Test Laboratory may issue an emergency certification of the modification and that it must be made immediately to preserve the integrity of the EGD. Such emergency certifications shall be deemed to be temporarily approved by the State Gaming Agency and remain in effect until the State Gaming Agency takes action on the certification, which shall be governed by § 2.3, provided that no emergency certification shall be valid or effective until actually

approved by the State Gaming Agency, if it was not received by the State Gaming Agency within five (5) days after being issued.

#### 2.5 Manufacturer's Conformity to Technical Standards

Before any component of an EGD may be placed into operation, the Tribe shall first have obtained and submitted to the State Gaming Agency a written certification from the manufacturer that upon installation each such component:

- a) conforms to the specifications of the EGD as certified by the Gaming Test Laboratory; and
- b) operates and plays in accordance with the requirements of the Compact Procedures.

Authorization to operate an EGD requires that it operate and play in accordance with the requirements specified by this Appendix; provided that while the failure of such EGD to comply with such requirements will suffice as grounds to enjoin or otherwise terminate said EGD's operation, such non-compliance will not be deemed a violation of the Compact as long as the Tribe has relied in good faith on the certification of the manufacturer.

#### 2.6 Payment of Gaming Test Laboratory Fees

The Tribe shall be responsible for the payment of all Gaming Test Laboratory fees and costs in connection with the duties described in the Compact. The Tribe shall provide copies of all Gaming Test Laboratory invoices and payments by the Tribe to the State Gaming Agency, which shall have the right to audit such fees. In order to assure independence of the Gaming Test Laboratory, any Gaming Test Laboratory payment delinquency by the Tribe of fees or costs due to the Gaming Test Laboratory may be grounds by the State Gaming Agency for rejecting such laboratory's reports or certification.

#### 2.7 Gaming Test Laboratory Duty of Loyalty

The Tribe shall inform the Gaming Test Laboratory, in writing, that, irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State and the Tribe.

#### 2.8 Random Inspections

The Tribe shall allow the State Gaming Agency to inspect any components of an EGD for the purposes of confirming that such component is operating in accordance with the requirements of the Compact and that such component is identical to that tested by an independent test laboratory. Inspections shall be pursuant to the Compact.

#### 2.9 State Gaming Agency to be Supplied Model of Player Terminal and System

If not already provided to the State Gaming Agency, the State Gaming Agency shall, upon request, be supplied all components of each EGD to be held at the State Gaming Agency's offices for purposes of determining compliance with these technical requirements.