MEMORANDUM OF INCORPORATION
of
MOST FAVORED NATION AMENDMENTS
TO THE
TRIBAL/STATE COMPACT
FOR CLASS III GAMING
BETWEEN
THE PORT GAMBLE S'KLALLAM TRIBE
AND THE STATE OF WASHINGTON

The Port Gamble S'Klallam Tribe ("Tribe") and the State of Washington ("State") entered into a Tribal-State Compact for Class III Gaming ("Compact") on January 27, 1995, which was amended four times by mutual agreement. The Tribe has provided notice to the State of its intent to exercise the automatic amendment provision to incorporate sports wagering as an authorized gaming activity pursuant to Compact Section XV. D. 3 as amended.

> Authorization to Other Tribes. Notwithstanding any other provision of this Compact to the contrary, in the event that the State enters into or amends a compact with another tribe and such agreement gives any such tribe more gaming facilities, activities, stations or higher wager limits, more hours of operation, or any combination thereof than provided under the terms of this Compact, then this Compact shall be thereby upon approval and acceptance of any such increases by the Tribe and written incorporation of such amendments to this Compact provided to the State.

The following amendments in this Memorandum of Incorporation ("MOI") are hereby automatically incorporated in the Compact. Modifications that require formal amendment or renegotiation will be addressed separately. Anything not specifically authorized or amended by this MOI but provided for in the Tribe's Compact, any other appendices, or the Most Favored Nations Section XV. D. 3. shall remain in full force and effect.

1. **Compact Section II is amended to read as follows:**

   C. "Gaming Employee" means any individual employed in the operation or management of Class III gaming in connection with the Tribe's gaming operation or facility, whether employed by or contracted to the Tribe or by or to any person or enterprise providing gaming operation or management services to the Tribe, including but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance and security personnel; cashiers; supervisors; dealers or croupiers, box men; floor men; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; pari-mutuel clerks; Sports Wagering personnel; management companies and their principals; and any person whose employment duties require or authorize access to areas of the gaming facility related to gaming which are not otherwise open to the public, or to areas designated by the Tribal and State Gaming Agencies.

2. **Compact Section II is amended to add the following definitions:**

S. "Cash" when used as a noun, means currency in the form of coins or bills issued by the government of the United States.

T. "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.

U. "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.

V. "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.

3. **Compact Section II is amended to add the definition of "Cash Equivalent" as follows and the prior definition of "Cash Equivalent" in Appendix A, Section 1 is stricken:**

W. "Cash Equivalent" means U.S. currency 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 tribal gaming operation payable to the patron or to the tribal 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 non-transferable, 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;

4. **Compact Section III, A, as previously amended, is amended to add:**

24. Sports Wagering, subject to Appendix S

5. **Compact Section III, F is amended to read as follows:**

F. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe, including the purchase of chips or tokens for use in wagering, shall be made by Cash~~,~~ or Cash Equivalent~~, credit card or personal check~~. 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. Except for said use of credit cards, no credit shall be

extended ~~The Tribal gaming operation shall not extend credit~~ to any patron of the Gaming Facility for gaming activities.

6. **Compact Section VIII, E is amended to read as follows:**

E. Consent to Application of State Law and Incorporation in Tribal Ordinance. For the purposes of 18 USC §1166 (d), for enforcing the provisions of this Compact with respect to certification and criminal conduct, for protection of the public health and safety and, to the extent not inconsistent with other provisions of this Compact, RCW 9.46.0364; 9.46.0368; 9.46.037; 9.46.038; 9.46.0245; 9.46.0269; 9.46.070; 9.46.075; 9.46.130; 9.46.140; 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; 9.46.210 (3), (4), (5) & (6); 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.~~230~~231; 9.46.235; 9.46.240; ~~and~~67.04; 67.16~~060~~; 67.24; 67.70; 9A.52; 9A.56; 9A.60; 9A.68; 9A.83.020; 9A.82; 9.35.010; and 9.35.020 as now or hereafter amended, to the extent such amendments concern the same subject matter as the old statutory provision, shall be applicable and incorporated herein as part of this Compact and shall be incorporated into a Tribal ordinance regarding any gaming affected by such statutory sections, in a manner which is consistent with the tribe's laws and procedures with respect to adoption and codification of tribal law. In the event any such provisions of State law are amended or repealed, the Tribe will amend its gaming ordinance accordingly, provided the State Gaming Agency has given notice of same within 30 days of the effective date. Notwithstanding anything herein to the contrary, any penalty or fine contained in the state law statutory provisions set forth above which are in conflict with the limitations on the tribe under federal statute, shall be made, in the tribes gaming ordinance, to comport with applicable federal law.

7. **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 this Amendment. 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 this amendment is intended to prevent the Tribe from offering a "digital wallet" for Sports Wagering.

8. **Payment of Start-Up Costs fee.**

A 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.

INCORPORATED ON THE LAST DATE ENTERED BELOW.

PORT GAMBLE S'KLALLAM TRIBE

BY: _____
JEROMY SULLIVAN
Chairman

DATED: 09-07-2021

STATE OF WASHINGTON

BY: _____
TINA GRIFFIN,
Washington State Gambling Commission
Acting Director

DATED: 9-19-2021

PORT GAMBLE S'KLALLAM TRIBE
and the
STATE OF WASHINGTON
CLASS III GAMING COMPACT

APPENDIX S
SPORTS WAGERING

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SECTION 1. INTRODUCTION

It is the intent of the Parties for the Tribe to operate Sports Wagering that will enhance the Tribe's existing gaming operation and draw customers into regulated Sports Wagering and away from illegal sports wagering. Tribes in Washington State have more than 25 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 successfully regulating gaming together in accordance with respective compacts. The Parties agree that Sports Wagering must be fair, secure, and maintain the highest integrity to ensure public confidence.

Sports Wagering conducted under this Appendix 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 is authorized. Mobile Sports Wagering does not constitute online gambling when operated within the limitations of this Appendix and requirements of the Federal Wire Act, 18 U.S.C. § 1084, as now or hereafter amended.

This Appendix describes, authorizes, and sets forth, consistent with House Bill 2638 (2020), provisions applicable to the operation of Sports Wagering. This Appendix sets out conditions under which the Tribe and State will share information about significant events that reflect on the conduct of Sports Wagering so that both parties are informed of such events in this highly regulated environment. 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.

SECTION 2. DEFINITIONS

The following terms apply to this Appendix. All capitalized terms not defined herein, to the extent they do not conflict, shall have the same definitions as in the Tribe's Compact and appendices, as amended.

"Authorized Sports Wagering Menu" means the list of leagues, organizations, and types of wagers approved for Sports Wagering.

"Cloud Storage" means data which is stored on remote servers accessed from the internet.

"Collegiate Sport or 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.

"Electronic Sports or Esports Competition or Event" means a live video game event or tournament attended or watched by members of the public where games or matches are

contested in real time by player(s) and team(s), and player(s) or team(s) can win a prize based on their performance in the live video game event or tournament.

"Geofence" means any technology used to create a virtual geographic boundary or technology used to detect the physical location of a device a patron is using to attempt to engage in Mobile Sports Wagering.

"Integrity Monitoring Provider" means a Sports Wagering Vendor approved by the Tribal Gaming Agency and the State Gaming Agency to receive reports of Unusual Wagering Activity from the gaming operation for the purpose of assisting in identifying Suspicious Wagering Activity.

"Layoff Wager" means a wager placed or accepted between Gaming Operations for the purpose of offsetting the tribal Sports Wagering liability.

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

"Mobile Device" means portable electronic equipment used in Mobile Sports Wagering, including but not limited to a mobile phone, tablet, personal computer, electronic device, and any other portable electronic device.

"Mobile Sports Wagering" means any Sports Wagering on a Mobile Device platform, including Sports Wagers deployed and accessed through the internet or an application installed on a Mobile Device.

"Player Account" means an electronic account established by a patron for the purpose of Sports Wagering, including deposits, withdrawals, wagered amounts, payouts on winning wagers, or similar adjustments.

"Premises" means buildings that comprise a Gaming Facility and adjacent or adjoining amenities, such as hotels, restaurants, conference or entertainment spaces, common areas, parking lots, garages, and other improved areas; provided that such areas constitute Port Gamble S'Klallam Tribal Lands, and provided further, that such areas do not include non-adjoining convenience stores or golf courses.

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

"Sports Governing Body" means the organization that prescribes final rules and enforces codes of conduct with respect to a sporting event and participants therein.

"Sports Wager" or "Mobile Sports Wager" means the actual bet placed on sporting events, athletic events, or competitions. A sports wager does not include wagers on horse racing authorized pursuant to chapter 67.16 RCW.

"Sports Wagering" means the business of accepting wagers on any of the following sporting events, athletic events, or competitions by any system or method of wagering: (a) a Professional Sport or Athletic Event; (b) a Collegiate Sport or Athletic Event; (c) an Olympic or international sports competition or event; (d) an Electronic Sports or Esports Competition or Event; (e) a combination of sporting events, athletic events, or competitions listed in (a) through (d) of this subsection; or (f) a portion of any sporting event, athletic event, or competition listed in (a) through (d). Sports Wagering does not include the business of accepting wagers on horse racing authorized pursuant to chapter 67.16 RCW.

"Sports Wagering Kiosk" means an unattended, self-service terminal, machine, or other device provided by the gaming operation through which a patron may place or redeem a Sports Wager.

"Sports Wagering Net Win" means the total amount wagered or played less the amounts repaid to winners as reported as gaming revenue on the annual audited financial statements in accordance with Generally Accepted Accounting Principles (GAAP). The amount of wagers placed by the gaming operation and amounts received by the gaming operation as payments on Layoff Wagers shall not affect the computation of Sports Wagering Net Win.

"Sports Wagering System" means all equipment, hardware, data networks, communications technology, and software used in the operation of Sports Wagering that directly affect the wagering and results of Sports Wagering offered under this Appendix, including the following: (a) Sports Wagering interactive components, including all associated equipment and software that comprise the Sports Wagering platform used in a Sportsbook or used for online or Mobile Sports Wagering; (b) Sports Wagering Kiosks; and (c) ticket or voucher redemption devices. "Sports Wagering System" does not include a Mobile Device owned and used by a patron to place a Sports Wager.

"Sports Wagering Vendor" means an organization that provides any gaming goods or services in connection with the operation of Sports Wagering.

"Sportsbook" means the Sports Wagering area where transactions are conducted from a counter located in a Sports Wagering lounge or other window locations as approved by the Tribal Gaming Agency, and any window in the cashier's cage designated only for the redemption of winning Sports Wagering tickets.

"Suspicious Wagering Activity" means Unusual Wagering Activity that cannot be explained and is indicative of match fixing, the manipulation of an event, misuse of inside information, or other prohibited activity.

"Unusual Wagering Activity" means abnormal wagering exhibited by a patron or patrons and deemed by the gaming 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 wagering volume on a particular event or wager type.

SECTION 3. SPORTS WAGERING ACTIVITIES AND LOCATION

3.1 Sportsbook. The Sportsbook must be located within a Gaming Facility. A Sportsbook authorized by this Appendix will be inspected by the Tribal Gaming Agency and the State Gaming Agency prior to commencement of operation to verify its conformity with the requirements of this Appendix. If a Sportsbook fails to meet any requirements of this Appendix, the Tribal Gaming Agency and/or State Gaming Agency will send a non-compliance letter to the Tribe and Gaming Facility manager or responsible person within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Sportsbook meets the requirements, the Gaming 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 thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

3.2 Server. The server or other equipment used to accept and redeem Sports Wagers must be located within a Gaming Facility. Cloud Storage may be used for duplicate or backup Sports Wagering data, provided that such Cloud Storage facilities are located in Washington State.

3.3 Mobile Sports Wagering. The gaming operation must use a Geofence to ensure that all Mobile Sports Wagering must occur within the Premises. No less than thirty (30) days prior to offering Mobile Sports Wagering, the gaming operation must submit a proposal to the Tribal Gaming Agency and State Gaming Agency for review and concurrence, which at a minimum must include, as applicable: (a) a description of the Geofence technology that it will use to prevent patrons from placing a Sports Wager using a Mobile Device outside of the Premises; and (b) a map of the Premises. If the Tribal and State Gaming Agencies take no action within thirty (30) days of receipt, the Tribe may implement the proposal. Any substantial change in the Geofence technology will require that the gaming operation submit a revised proposal to the Tribal Gaming Agency and State Gaming Agency for review and concurrence in accordance with this Section. The Tribal and State Gaming Agencies may only disapprove such portions of a proposal they find do not meet the requirements of this Appendix and must detail the reasons for disapproval. If a dispute regarding a proposal cannot be resolved by the Tribal and State Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

SECTION 4. KIOSKS

4.1 Location. Sports Wagering Kiosks may be located anywhere within the Premises and are subject to the surveillance requirements imposed by Section 5.7.

4.2 On Gaming Floor. Sports Wagering Kiosks located on the gaming floor are subject to the limits on anonymous Sports Wagers described in Section 7.1.1.

4.3 Off Gaming Floor. Sports Wagering Kiosks located off the gaming floor may not allow anonymous Sports Wagers or cash redemption.

4.4 Pre-operation Inspection. Sports Wagering Kiosks authorized by this Appendix will be inspected by the Tribal Gaming Agency and the State Gaming Agency prior to commencement of operation to verify its conformity with the requirements of this Appendix. If a Sports Wagering Kiosk fails to meet any requirements of this Appendix, the Tribal Gaming Agency and/or State Gaming Agency will send a non-compliance letter to the Tribe and Gaming Facility manager or responsible person 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 Kiosk meets the requirements, the Gaming 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 thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

SECTION 5. STANDARDS OF CONDUCT AND OPERATION

5.1 Approved Sports Wagers. The gaming operation may accept a Sports Wager on any event conducted by a league or organization, provided that the league, organization, and wager type are listed on the Authorized Sports Wagering Menu.

5.1.1 Posting.

a. A list of Sports Wagers available at the gaming operation will be made available to its patrons.

b. The State Gaming Agency will post the Authorized Sports Wagering Menu on its website or otherwise make it available to the public.

5.1.2 Initial Authorized Sports Wagering Menu. The initial Authorized Sports Wagering Menu will include every league, organization, and wager type authorized by any U.S. jurisdiction or jurisdictions as mutually agreed upon by the parties as of the effective date of this Appendix, except for Prohibited Activities as listed in Section 5.2 of this Appendix.

5.1.3 Additions to Authorized Sports Wagering Menu.

a. The gaming operation may apply to the Tribal Gaming Agency, in the form required by Tribal Gaming Agency, to add additional leagues, organizations, or wager types to the Authorized Sports Wagering Menu. The Tribal Gaming Agency will provide notice to the State Gaming Agency of any approval no fewer than five (5) business days before the gaming operation intends to offer a Sports Wager on the new league, organization, or wager type.

b. If the State Gaming Agency believes that the new league, organization, or wager type violates RCW 9.46.037, RCW 9.46.038, or this Appendix or otherwise lacks integrity, the State Gaming Agency will immediately

notify the Tribal Gaming Agency, and no Sports Wagers will be offered by the gaming operation on the new league, organization, or wager type. The Tribal Gaming Agency and the State Gaming Agency will meet within five (5) business days of the Tribal Gaming Agency's initial notice to the State Gaming Agency of its approval to discuss the State Gaming Agency's concerns. The timeframe for meeting may be extended by mutual agreement. If after meeting, the Tribal Gaming Agency and State Gaming Agency cannot come to agreement on the Tribal Gaming Agency's determination, the gaming operation may offer the Sports Wager(s) at issue and the State Gaming Agency may initiate dispute resolution pursuant to the Compact.

5.1.4 Removals from the Authorized Sports Wagering Menu.

a. The Tribal Gaming Agency and State Gaming Agency will immediately notify the other Agency if they believe a league, organization, or wager type on the Authorized Sports Wagering Menu violates RCW 9.46.037, RCW 9.46.038, or this Appendix, lacks integrity, or has otherwise become compromised and believe it should be removed from the Authorized Sports Wagering Menu.

b. If the Tribal and State Gaming Agencies agree on the removal, the State Gaming Agency will provide statewide notice to each tribal gaming agency of a tribe that operates sports wagering, and inquire whether each tribal gaming agency agrees with the removal. The State Gaming Agency may remove a league, organization, or wager type when all such tribal gaming agencies affirmatively consent to removal.

c. If the Tribal Gaming Agency and State Gaming Agency disagree on whether an item should be removed, the Tribal Gaming Agency and the State Gaming Agency will meet within five (5) business days of the notice to discuss each Agency's concerns. The timeframe for meeting may be extended by mutual agreement. If after meeting, the Tribal Gaming Agency and State Gaming Agency cannot come to agreement on whether to remove the league, organization, or wager type from the Authorized Sports Wagering Menu, the gaming operation may continue to offer the Sports Wager(s) at issue and the State Gaming Agency may initiate dispute resolution pursuant to the Compact.

5.1.5 Removals from the Gaming Operation's List of Available Sports Wagers. If the Tribe intends to remove a league, organization, or wager type from its list of available Sports Wagers as described in Section 5.1.1a, it will notify the State Gaming Agency within five (5) business days after removal.

5.1.6 Layoff Wagers. The gaming operation may, in its discretion and subject to limitations imposed by state and federal laws, make or accept Layoff Wagers. The gaming

operation must disclose its identity to the entity that is accepting the wager. Such wagers must be reported to the Tribal Gaming Agency.

5.2 Prohibited Activities and Participants.

5.2.1 Prohibited Activities.

a. The gaming operation may not accept any Sports Wager on a Collegiate Sport Event or Collegiate Athletic Event offered or sponsored by a Washington collegiate institution.

b. The gaming operation may not accept any Sports Wager on a Minor League sport.

c. Sports Wagers are not transferrable between patrons.

d. No Gaming Employee may advise or encourage patrons to place a Sports Wager of any specific type, kind, subject, or amount. This restriction does not prohibit general advertising, promotional activities, or answering general questions about Sports Wagers.

e. The gaming operation will not knowingly accept a Sports Wager on an event where the outcome has already been determined (past posting).

5.2.2 Prohibited Participants. The gaming operation will make all reasonable efforts to confirm that any patron seeking to engage in Sports Wagering is not a Prohibited Sports Wagering Participant. Prohibited Sports Wagering Participant means:

a. Any individual under 18 years of age;

b. Any individual placing a wager as an agent or proxy;

c. Any athlete whose performance may be used to determine, in whole or in part, the outcome of such wagering;

d. Any person who is an athlete, player, coach, manager, referee or other game official, physician, trainer, team employee or governing body employee, in any sports event overseen by such person's Sports Governing Body;

e. Any person with access to material, exclusive, non-public confidential information about a sports event that is the subject of such wagering;

f. Any 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 agree is a person who should be a Prohibited Sports Wagering Participant;

g. 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;

h. Any person which the gaming operation knows or reasonably should know, is placing a wager by, or on behalf of a Prohibited Sports Wagering Participant; and
i. 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.

5.3 Sports Wagering System. No Sports Wagering System may be offered for play unless it has been tested and certified by an Independent Test Laboratory as meeting the requirements set forth in Section 5.3.2, and approved in accordance with Section 5.3.6.

5.3.1 Independent Test Laboratory. Any Independent Test Laboratory shall have demonstrated it is competent and qualified to conduct scientific tests and evaluations of the Sports Wagering System and must be licensed by the Tribal Gaming Agency and certified by the State Gaming Agency. The State Gaming Agency will maintain a list of licensed Independent Test Laboratories.

5.3.2 Minimum Standards. 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"), and the standards established by this Appendix and any applicable provision of the Compact and Appendices. Alternative standards may be agreed to by the Tribal and State Gaming Agencies if the standards meet the requirements established in this Appendix.

5.3.3 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. If the Independent Test Laboratory determines that the Sports Wagering System fails to conform to such requirements or technical standards, and if modifications can be made which would bring the Sports Wagering System into compliance, the report may contain recommendations for such modifications. If the Independent Test Laboratory provides sufficient documentation that the Sports Wagering System or a component thereof has been tested and certified by that Independent Test Laboratory, without any subsequent modifications, within the past one hundred and eighty (180) days, the Independent Test Laboratory may provide to the Tribal Gaming Agency and the State Gaming Agency a report that contains findings, conclusions and the certification from the previous testing and that shall be sufficient to satisfy this requirement.

5.3.4 Modifications. No substantive modification to any Sports Wagering System may be made after testing, certification, and approval of a Sports Wagering System without certification of the modification by an Independent Test Laboratory. The following modifications are not considered substantive and do not require notification to the State Gaming Agency: (a) Changes to content not related to any regulated feature; (b) installation or changes to backup software; (c) adding or removing users; and (d) any system configuration changes that have no impact on the accuracy of report information including gaming revenue.

5.3.5 Emergency Certifications. Nothing in this subsection prevents the immediate resolution of a critically urgent problem as long as documentation is submitted to the Tribal and State Gaming Agencies that details the specifics of the emergency situation and the steps taken to remedy the emergency. Once the emergency situation has passed, any substantive modification must go through the process described in Section 5.3.3 above.

5.3.6 Approval of Certification; Revocation. The Tribal Gaming Agency shall approve or disapprove of the Sports Wagering System or a component thereof after reviewing the certification, technical standards tested, and results of testing from the Independent Test Laboratory, and will notify the State Gaming Agency of its findings and decision. The State Gaming Agency will notify the Tribal Gaming Agency if the State Gaming Agency determines a certification from the Independent Test Laboratory was issued in error. The Gaming Agencies will meet and confer to discuss the State Gaming Agency's concerns. Tribal Gaming Agency may revoke its approval of the Sports Wagering System or a component thereof if it finds that the certification was erroneous.

5.3.7 Training. The State Gaming Agency will collaborate with the Tribal Gaming Agency to provide training opportunities at agreed upon location(s).

5.3.8 Security Assessment. Prior to offering Sports Wagering and annually thereafter, the gaming operation must perform a system integrity and security assessment of the Sports Wagering System, which shall be conducted by an independent technical expert selected by the gaming operation and licensed by the Tribal Gaming Agency and certified by the State Gaming Agency. The independent technical expert's report will be submitted to the Tribal Gaming Agency and the State Gaming Agency and will include: (a) the scope of review, (b) name and company affiliation of the individuals who conducted the assessment, (c) date of assessment, (d) findings, (e) recommended corrective action, if applicable, and (f) the gaming operation's response to the findings and recommended corrective action, if applicable.

5.3.9 Required Reports. The Sports Wagering System must be capable of generating those reports necessary to record the adjusted gross receipts, wagering liability, ticket redemption, and such other information relating to Sports Wagering as deemed necessary by the Tribal Gaming Agency or as required by Internal Controls. These reports may include, but are not limited to: (a) Gaming Operation Revenue reports; (b) Gaming Operation Liability reports; (c) Future Events reports; (d) Significant Events and Alterations reports; (e) Wager Record Information reports; (f) Market Information reports; (g) Contest/Tournament Information reports; (h) Player Account Information reports; (i) Sports Wagering System Information reports; (j) Significant Event Information reports; (k) User Access Information reports; and (l) any other reports required by the Tribal Gaming Agency.

5.3.10 Future Technology Permitted. Upon approval by both Parties, any technology not specifically authorized by this Appendix may be utilized if the proposed technology will protect, maintain, or enhance current integrity and security standards in the Compact or this Appendix.

5.4 Wagering Limits. Appropriate Sports Wagering limits will be set by the gaming

operation consistent with limitations on anonymous Sports Wagering in accordance with Section 7.1.1 and the reserve requirement in Section 5.5 below.

5.5 Reserve Requirement. The gaming operation must have the ability to cover all outstanding Sports Wagering liabilities.

5.6 Player Accounts.

5.6.1 Account Required. A Player Account is required to engage in Mobile Sports Wagering. The gaming operation will limit each patron to one active account and username. The gaming operation will implement rules and procedures to terminate all accounts of any patron who knowingly and intentionally establishes or seeks to establish multiple active accounts, whether directly or by use of another person as a proxy.

5.6.2 In-Person Registration. To establish a Player Account, a patron must register in-person at the Gaming Facility and provide, at a minimum, the following information: (a) legal name; (b) date of birth; (c) 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; (d) residential address; (e) email address, if any; and (f) telephone number, if any. The gaming operation must verify the patron's identity against a form of valid, federal, state, or tribal government-issued photo identification. The gaming operation may utilize a third-party know your customer services or governmental database to authenticate a patron's identity or information. Prior to issuing a patron a Player Account, the patron must accept the gaming operation's terms and conditions for Sports Wagering, which must, at a minimum, notify the patron that the Player Account is non-transferrable and that that the patron is prohibited from allowing any other person to access or use the Player Account.

5.6.3 Account Funding. A Player Account may be funded with U.S. currency through the use of: (a) Cash; (b) Cash Equivalent; (c) a patron's deposit of cash or vouchers at the Sportsbook or other cashiering location, (d) promotional credit; (e) winnings; (f) adjustments made by the gaming operation with documented notification to the patron; or (g) any other means approved by the Tribal Gaming Agency and State Gaming Agency.

5.6.4 Player Account Controls. The gaming operation must implement Player Account controls that meet or exceed those in Gaming Laboratories International's GLI-33 (Standards for Event Wagering Systems), as amended or modified, or equivalent standards as approved by the Tribal Gaming Agency with concurrence from the State Gaming Agency, and the standards established by this Appendix.

5.7 Surveillance. All physical components of the Sports Wagering 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 Surveillance System in accordance with Compact, Appendix A, or as otherwise provided in the Tribe's Internal Controls. Mobile Devices owned by the gaming operation that are utilized by a patron as part of the Sports Wagering System may have lesser surveillance requirements outlined in the Tribe's Internal Controls.

5.8 Accounting Records. As part of the accounting records required to be kept in accordance with the Compact and Appendix A, the gaming operation must keep detailed, supporting, and subsidiary Sports Wagering records to support those accounting records in accordance with its Internal Controls. The Internal Controls must also establish minimum audit standards.

5.9 Internal Controls. Prior to beginning Sports Wagering operations, the Tribe must implement Internal Controls as minimum operating standards to govern the operation and management of Sports Wagering.

5.9.1 Initial Internal Controls. The Tribal Gaming Agency shall forward to the State Gaming Agency its initial Internal Controls for review and concurrence. The proposal will contain a narrative representation of the internal control system. The Tribal Gaming Agency shall detail how the Internal Controls meet or exceed the requirements described in this Section 5.9. The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after twenty (20) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. 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 Sports Wagering and shall detail the reasons for disapproval. If a dispute regarding this process cannot be resolved by the Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

5.9.2 Minimum Requirements. The Internal Controls will address the following, at a minimum:

a. Description of Gaming Employees who perform essential functions, including management of Sports Wagering, supervisory authority over daily operation of Sports Wagering, overseeing technology issues related to the Sports Wagering System, acceptance of Sports Wagers in the Sportsbook, handling payouts on winning tickets/vouchers, and coordination of compliance efforts related to Sports Wagering;

b. In the event of a failure or malfunction of the Sports Wagering System's ability to pay winning Sports Wagers, the gaming operation shall have Internal Controls detailing the method of paying winning Sports Wagers. The gaming operation shall also file an incident report for each system failure and document the date, time, and reason for the failure along with the date and time the system is restored with the Tribal Gaming Agency;

c. User access controls for Sports Wagering personnel;

d. Segregation of duties;

e. Automated and manual risk management procedures;

f. Procedures for identifying and reporting fraud and suspicious conduct, including identifying Unusual Wagering Activity and Suspicious

Wagering Activity and reporting such activity to an Integrity Monitoring Provider;

g. Procedures for identifying and preventing Sports Wagering by Prohibited Sports Wagering Participants;

h. Description of anti-money laundering compliance standards, which must include limitations placed on anonymous wagering and prohibit anonymous single Sports Wagers of $2,000 or more, and include the retention of the wager record information with patron identification;

i. Process for submitting or receiving approval of all types of wagers available to be offered by the Sports Wagering System;

j. Description of process for accepting Sports Wagers and issuing pay outs, plus any additional controls for accepting Sports Wagers and issuing pay outs in excess of $10,000;

k. Description of a process for accepting multiple Sports Wagers from one patron in a 24-hour cycle, including a process to identify patron structuring of Sports Wagers to circumvent recording and reporting requirements;

l. Opening and closing Sportsbook windows;

m. Procedures for reconciliation of assets and documents contained in a Sports Wagering area cashier's drawer, Sports Wagering Kiosk, and Mobile Sports Wagering, which must include the drop and count procedures for Sports Wagering Kiosks;

n. Procedures for cashing winning tickets at the cage after the Sportsbook has closed, if applicable;

o. Procedures for accepting value game chips for Sports Wagering, if applicable;

p. Procedures for issuance and acceptance of promotion funds and free wagers for Sports Wagering, if applicable;

q. Description of all integrated third-party systems;

r. If Cloud Storage is utilized, a description of how the Cloud Storage complies with applicable federal laws and a description of how the Cloud Storage meets or exceeds the security standards from Center for Internet Security (CIS), as amended or modified, or equivalent standards as approved by the Tribal Gaming Agency with concurrence from State Gaming Agency;

s. Procedures for closing out dormant Player Accounts;

t. Procedures for making adjustments to a Player Account, including the process for a patron to close out a Player Account, and a process

whereby a patron will be refunded after the closure of a Player Account;

u. If the Sports Wagering System includes Mobile Sports Wagering, a method for verifying patrons' wagers placed within the Premises;

v. Procedures to maintain the security of identity and financial information of patrons;

w. Procedures for securely issuing, modifying, and resetting a Player Account password, personal identification number, biometric login, or other approved security feature, when applicable;

x. Procedures for patron notification including any password or security modification via electronic or regular mail, text message, or other manner approved by the Tribal Gaming Agency, provided that such methods will include, at a minimum: (A) if in person, verify the patron's identity against a form of valid, federal, state, or tribal government-issued, photo identification, (B) the correct response to two or more challenge questions, (C) strong authentication, or (D) two-factor authentication;

y. Controls to prevent ACH fraud regarding failed ACH deposits into a Player Account and policies regarding Player Account closure, dormant Player Account, unclaimed funds in a dormant Player Account, and suspension and subsequent restoration of a Player Account;

z. Change control procedure;

aa. Procedures for receiving, investigating and responding to patron complaints;

bb. Procedures to ensure security of the servers;

cc. Procedures for line setting and line moving;

dd. Procedures regarding redemption of winning tickets, including but not limited to a method for redeeming lost tickets, if allowed, and a method for redeeming tickets by U.S. Mail, if allowed;

ee. Description of the circumstances, limitations, and method by which the gaming operation will cancel wagers, which must at a minimum require cancellation in the event of an obvious error and require that only a supervisory employee of the gaming operation can void or cancel a wager;

ff. Procedures for voiding wagers;

gg. Accounting and audit procedures; and

hh. Any other Internal Controls deemed necessary by the State Gaming Agency and Tribal Gaming Agency by memorandum of agreement.

5.9.3 Revisions. Any new or revised Internal Controls adopted by the Tribe shall ensure that the interests of the Tribe and the State relating to Sports Wagering are preserved and protected; maintain the integrity of Sports Wagering; and reduce the dangers of unfair or illegal practices in the conduct of Sports Wagering. The Tribal Gaming Agency shall forward to the State Gaming Agency any proposed changes to the Internal Controls for review and concurrence. 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. The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after twenty (20) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. 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.

5.10 House Rules. The gaming operation will adopt comprehensive house rules, which must be approved by the Tribal Gaming Agency, and made available to patrons at the Gaming Facility and through the Sports Wagering System. House Rules shall include: (1) Method for calculation and payment of winning wagers; (2) Description of the process for handling incorrectly posted events, odds, wagers, or results; (3) Effect of schedule changes; (4) Method of notifying patrons of odds or proposition changes; (5) Acceptance of wagers at other than posted terms; (6) Expiration of any winning ticket; (7) Lost ticket policy; (8) Method of contacting the operator for questions and complaints; (9) A policy by which gaming operation can cancel or void wagers; and (10) Description of Prohibited Sports Wagering Participants.

SECTION 6. SPORTS WAGERING LICENSING AND CERTIFICATION

The Tribe and State will share information about significant licensing and certification matters that reflect on the conduct of Sports Wagering.

6.1 Applicability of Compact Provisions. Sports Wagering Vendors will be licensed and certified in accordance with this Appendix; however, to extent they are not addressed herein, the following sections of the Compact will also apply to this Appendix: Section IV, Licensing and Certification Requirements, and Section V, Licensing and State Certification Procedures, including but not limited to licensure of Gaming Employees and exemptions from licensure. All manufacturers, suppliers of Gaming Services, and Financiers not expressly identified in this Appendix will be licensed and certified in accordance with Section IV of the Compact, unless exempted therein. Consistent with Section IV of the Compact, in the event a Sports Wagering Vendor provides or intends to provide less than $25,000 in Sports Wagering goods or services annually, the licensing requirements may be waived upon the mutual agreement of the Tribal and State Gaming Agencies. This waiver does not apply to Sports Wagering Vendor whose compensation is contractually determined by the Tribe's Sports Wagering revenue.

6.2 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 component of the Sports Wagering System or Sports Wagering services to the Tribe. If a Sports Wagering Vendor is certified by the State Gaming Agency to supply any component of the Sports Wagering System or Sports Wagering services to any other tribe in Washington State, it shall be deemed certified to supply similar goods or services to the Tribe for the purposes of this Appendix, provided that such goods and services are within the same Sports Wagering Vendor category, each of which are described in Sections 6.2.1 – 6.2.3 below.

6.2.1 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:

a. Manager of the Tribe's Sports Wagering activities pursuant to an agreement approved by the National Indian Gaming Commission;

b. When the Tribe manages its own Sports Wagering activities, the Tribe's primary consultant who provides substantial Sports Wagering related services;

c. Any manufacturer or distributor of the Sports Wagering System or a component thereof;

d. Provider of book-making services; or

e. Provider of Sports Wagering risk management services.

6.2.2 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 Section 6.2.2, security or integrity services include the following:

a. Integrity monitoring services;

b. Services related to compilation, furnishing, or storage of official data for use in Sports Wagering;

c. System security testing or certification services directly related to initial or annual testing or assessment of the Sports Wagering System security;

d. Services directly related to the creation and maintenance of a Geofence to ensure that wagers are placed within the Premises;

e. Player account management services, including Software-as-a-Service (SaaS); and

f. Any other provider of security or integrity services that the Tribal and State Gaming Agencies agree must be licensed and certified as a Mid-Level Sports Wagering Vendor because the provider's services are directly related to Sports Wagering.

6.2.3 Ancillary Sports Wagering Vendors. Any entity that provides necessary support services 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 Section 6.2.3, support services include at least the following:

a. Services related to the offering of mobile payment processing for use in Mobile Sports Wagering;

b. Know your customer services for use in Mobile Sports Wagering; and

c. Marketing services in which compensation for such services is, by contract, determined by the Tribe's Sports Wagering revenue.

6.3 Tribal Licensing of Sports Wagering Vendors. All applicants required to be licensed by the Tribe shall complete forms furnished by the Tribal Gaming Agency. The Tribal Gaming Agency shall establish the Tribal licensing fees for Sports Wagering Vendors.

6.4 State Certification of Sports Wagering Vendors. Each Sports Wagering Vendor and its representatives shall apply for certification by the State Gaming Agency and shall submit the completed applications along with the required information and fees to the State Gaming Agency. The State Gaming Agency shall expedite Sports Wagering Vendor certification requests. For applicants who are business entities, the State's application and investigation will extend to each Principal of the entity but will not apply to spouses of any Principals. The State Gaming Agency will conduct interviews virtually and review documents electronically when possible. The State Gaming Agency will perform a site visit if an applicant requests a site visit or if the State Gaming Agency determines that the information sought is critical to its investigation and such information cannot be obtained by other reasonable measures.

6.5 Fees for State Certification. 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.

SECTION 7. CRIMINAL ENFORCEMENT

7.1 Anti-Money Laundering.

7.1.1 Limits on Anonymous Wagering.

a. No patron shall engage in Mobile Sports Wagering, as provided in Section 5.6.1 of this Appendix, without a Player Account.

b. No patron may anonymously place a single Sports Wager of $2,000 or more. The Internal Controls will detail acceptable forms and methods of identifying a patron who places a wager of $2,000 or more.

7.1.2 Federal Requirements. The Tribe is responsible for the regulatory oversight of Sports Wagering player accounts and patron funds held on deposit. The Tribe's

Internal Controls will describe how the Tribe will comply with applicable federal requirements including requirements imposed by 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.

7.2 Sports Integrity.

7.2.1 Collaboration. The State Gaming Agency and Tribal Gaming Agency shall collaborate in an effort to prevent and detect competition manipulation through education and enforcement of the provisions of Chapter 9.46 RCW, 67.04 RCW, or 67.24 RCW, or any other State laws related to the integrity of sporting events, athletic events, or competitions within the State.

7.2.2 Integrity Monitoring Provider.

a. To ensure the Tribal Gaming Agency and State Gaming Agency can monitor the integrity of Sports Wagering, the gaming operation will require the collection of aggregate Sports Wagering information, in a format that can be efficiently utilized, provided to, and analyzed by an approved Integrity Monitoring Provider.

   In order to identify Unusual Wagering Activity and Suspicious Wagering Activity, the Integrity Monitoring Provider will monitor Sports Wagering information as outlined in the Internal Controls that includes industry best practices.

   Upon receiving any report of Unusual Wagering Activity or Suspicious Wagering Activity from an Integrity Monitoring Provider, the gaming operation will review such reports and notify the Integrity Monitoring Provider of whether or not it has experienced similar activity.

b. As a condition of licensure by the Tribal Gaming Agency, the Integrity Monitoring Provider will be required to:

   i. Share information about any Unusual Wagering Activity with other Integrity Monitoring Providers and required to disseminate all reports of Unusual Wagering Activity to all tribes offering Sports Wagering in Washington; and

   ii. Immediately notify all other Integrity Monitoring Providers, the Tribal Gaming Agency, and the State Gaming Agency if the Integrity Monitoring Provider finds any Suspicious Wagering Activity, including a previously reported Unusual Wagering Activity that rises to the level of Suspicious Wagering Activity.

7.2.3 Annual Report. The Tribe shall submit a yearly report to the State Gaming Agency, which details services provided by the Integrity Monitoring Provider and summarizes

any Unusual Wagering Activity or Suspicious Wagering Activity notifications issued during that time period.

7.3 Information Sharing. In addition to the information sharing provisions contained in the Compact, the Tribe will establish an information disclosure policy that meets the information sharing requirements in RCW 9.46.0364, at a minimum, sets forth the Tribe's process for sharing information with Local Non-Tribal Law Enforcement agencies and State Gaming Agency, when such officials are investigating Sports Wagering related crimes, including money laundering and sports integrity, believed to have occurred within the Gaming Facility or within Port Gamble S'Klallam Tribal Lands. The Tribe will share the Sports Wagering information disclosure policy, and any changes to the policy, with the State Gaming Agency and provide the State Gaming Agency a thirty (30) day comment period before implementation. The Tribe will provide personal identifiable information of patrons with Tribal Law Enforcement Agency, Local Non-Tribal Law Enforcement, and State Gaming Agency in accordance with its information sharing policy.

SECTION 8. PROBLEM AND RESPONSIBLE GAMBLING

8.1 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.

8.2 Self-Exclusion. The Tribe agrees to consider participating in the State Gaming Agency's statewide self-exclusion program once it is implemented.

8.3 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. As part of that responsibility, the Tribe agrees to:

8.3.1 Training. Provide 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 gambling prevention, and unattended children;

8.3.2 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.

8.3.3 Display Commitment to Responsible Gambling. Each Mobile Sports Wagering application and each Sports Wagering Kiosk shall display a commitment to responsible gambling and a link to the policy created pursuant to Section 8.3.2.

8.3.4 Offer Self-Imposed Limits. Either through the Mobile Sports Wagering application or through the Player Accounts, the Tribe shall include the option to self-impose limitations on wagering parameters including, at a minimum, (a) limits on the dollar amount of deposits a player can make into his or her Player Account within a specified time period, and (b) limits on the total amount of time available for play or wagering during a specified time period.

8.4 Problem Gambling Task Force. The Tribe agrees to consider the results of the Problem Gambling Legislative Task Force Final Report in any future amendments to the Appendix.

STATE OF WASHINGTON
OFFICE OF GOVERNOR JAY INSLEE

August 9, 2021

Tina Griffin
Interim Director
Washington State Gambling Commission
PO Box 42400
Olympia, WA 98504-2400

Re: Port Gamble S'Klallam Tribe

Dear Director Griffin:

The Governor's Office received a letter from the Port Gamble S'Klallam Tribe requesting the opportunity to amend the Tribe's gaming compact, dated June 16, 2021.

I hereby transmit the Tribe's request to the Gambling Commission for negotiations consistent with Chapter 9.46.360 RCW.

Very truly yours,

Jay Inslee
Governor

Enclosure