



# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

SEP 25 2026

The Honorable Kristopher Peters  
Chairman, Squaxin Island Tribe  
of the Squaxin Island Reservation  
10 SE Squaxin Lane  
Shelton, Washington 98584

Dear Chairman Peters:

On June 23, 2026, the Office of Indian Gaming received for review and approval the Seventh Amendment to the Tribal-State Compact for Class III Gaming Between the Squaxin Island Tribe (Tribe) and the State of Washington (State) (Compact). The Compact deletes Appendices C, X, and X2 Addendum, replaces Appendices A, B, S, X2, and Y with new versions, and adds Appendices E, G, and W. Appendix E introduces wager limits. Appendix G governs electronic table games. Appendix W governs wide area progressives, a jackpot sharing system between multiple jurisdictions.

Under the Indian Gaming Regulatory Act (IGRA), the Secretary of the Interior (Secretary) may approve or disapprove a compact within 45 days of its submission. 25 U.S.C. § 2710(d)(8). If the Secretary does not affirmatively approve or disapprove the compact within 45 days, IGRA provides that the compact is considered to have been approved by the Secretary by operation of law, "but only to the extent that the compact is consistent with the provisions of [IGRA]." *Id.*

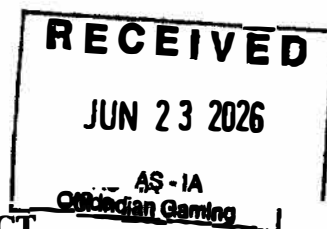
We undertook a thorough review of the Compact. No action was taken on the Compact within 45 days of its submission. As a result, the Compact is "considered to have been approved by the Secretary, but only to the extent [it] is consistent with the provisions of [IGRA]." *Id.* The Amendment takes effect when the notice of approval is published in the *Federal Register*, as required by 25 U.S.C. § 2710(d)(8)(D).

A similar letter is being sent to the Honorable Bob Ferguson, Governor, State of Washington.

Sincerely,

William Henry Kirkland III  
Assistant Secretary – Indian Affairs

Enclosure



**SEVENTH AMENDMENT TO THE TRIBAL – STATE COMPACT  
FOR CLASS III GAMING BETWEEN  
THE SQUAXIN ISLAND TRIBE AND THE STATE OF WASHINGTON**

The Squaxin Island Tribe (“Tribe”) and the STATE OF WASHINGTON (“State”) (together the “Parties”) entered into a Class III gaming compact on July 27, 1993, (hereafter the “Original Compact”), pursuant to the Indian Gaming Regulatory Act (“IGRA”). Over the years, the Parties amended the Compact. The Parties have now reached an agreement to amend and restate the Compact as set forth below.

**COMPACT AMENDMENT**

- 1. The attached Amended and Restated Tribal – State Class III Gaming Compact supersedes the Original Compact entered on July 27, 1993, as amended, in its entirety.**

The amended and restated Compact contains bargained for concessions, limitations, and agreements of the Tribe and the State.

- 2. Replace Appendix A - Standards of Operation and Management for Class III Activities.**

Appendix A “Standards of Operation and Management for Class III Activities” as set forth in the Tribe’s Original Compact is replaced in its entirety by the attached amended and restated Appendix A.

- 3. Replace Appendix B - Satellite (Off-Track) Wagering on Horse Races.**

Appendix B “Rules Governing Class III Gaming on the Squaxin Island Indian Reservation” as set forth in the Tribe’s Original Compact is replaced in its entirety by the attached amended and restated Appendix B “Satellite (Off-Track) Wagering on Horse Races”.

- 4. Delete Appendix C - Class III Gaming Station Transfer Agreement.**

Appendix C “Class III Gaming Station Transfer Agreement” added in the Tribe’s Fifth Amendment is deleted in its entirety.

**5. Add Appendix E – Limitations on Wagers, Credit, Facilities, and Problem Gambling Resources.**

The Compact is hereby amended to add Appendix E “Limitations on Wagers, Credit, Facilities, and Problem Gambling Resources,” in the form attached hereto. The attached Limitations Appendix was bargained for and in exchange for provisions therein and Section III in the amended and restated Compact.

**6. Add Appendix G - Electronic Table Games.**

The Compact is hereby amended to add Appendix G “Electronic Table Games,” in the form attached hereto. The attached Electronic Table Games Appendix was bargained for and in exchange for provisions therein and Section III in the amended and restated Compact.

**7. Replace Appendix S - Sports Wagering.**

Appendix S “Sports Wagering” added in the Tribe’s Sixth Amendment is replaced in its entirety by the attached amended and restated Appendix S. The attached Sports Wagering Appendix was bargained for and in exchange for provisions therein and Section III in the amended and restated Compact.

**8. Add Appendix W - Rules Governing Wide Area Progressives.**

The Compact is hereby amended to add Appendix W “Rules Governing Wide Area Progressives,” in the form attached hereto.

**9. Delete Appendix X - Rules Governing Tribal Lottery Systems.**

Appendix X “Rules Governing Tribal Lottery Systems” added in the Tribe’s Second Amendment is deleted in its entirety.

**10. Replace Appendix X2 - Rules Governing Tribal Lottery Systems.**

Appendix X2 “Rules Governing Tribal Lottery Systems” added in the Tribe’s Third Amendment is replaced in its entirety by the attached amended and restated Appendix X2. The attached Appendix X2 was bargained for and in exchange for provisions therein, and Section III, Section XII and Appendix E of the amended and restated Compact.

**11. Delete Appendix X2 Addendum.**

Because many of the terms in Appendix X2 Addendum were incorporated into Section XII and Appendix E of the amended and restated Compact, Appendix X2 Addendum added in the Tribe’s Fourth Amendment has been deleted.

**12. Replace Appendix Y - Requirements for Electronic Gambling Devices.**

Appendix Y "Appendix Colville" added in the Tribe's Memorandum of Incorporation, effective August 11, 2007, is replaced in its entirety by the attached amended and restated Appendix Y "Requirements for Electronic Gambling Devices."

The Tribe and State agree that 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).

**IN WITNESS WHEREOF, the Tribe and the State have executed the Seventh Amendment to the Compact.**

**THE SQUAXIN ISLAND TRIBE**

BY:   
\_\_\_\_\_  
**KRISTOPHER PETERS**  
Chairman

DATED: 2/12/20

**STATE OF WASHINGTON**

BY:   
\_\_\_\_\_  
**BOB FERGUSON**  
Governor

DATED: Feb 5/20



# TRIBAL – STATE COMPACT FOR CLASS III GAMING

*BETWEEN THE*

Squaxin Island Tribe

*AND THE*

State of Washington

# Squaxin Island Tribe – State of Washington Class III Gaming Compact

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#### APPENDIX Y – REQUIREMENTS FOR ELECTRONIC GAMBLING DEVICES

## **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).

## **INTENT STATEMENT**

This Class III Tribal-State Gaming Compact supersedes the original Tribal-State Gaming Compact entered on July 27, 1993, 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, Memorandums of Understanding, and similar documents agreed to and still in effect as of the date of the publication of Amendment 7 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 Squaxin Island 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.

An Indian tribe may conduct Class III Gaming in accordance with 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 IGRA.

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 IGRA 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 amended Compact.

## **I. TITLE**

This document will be cited as "Squaxin Island Tribe – State of Washington Gaming Compact."

## **II. DEFINITIONS**

For purposes of this Compact:

- A. "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, State Certification, Eligibility Determination, or Registration is ultimately granted.
- C. "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.
- D. "Cash" when used as a noun, means currency in the form of coins or bills issued by the government of the United States.
- E. "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 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 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.
- F. "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.
- G. "Class III Gaming" means all forms of Gaming as defined in 25 U.S.C. § 2703(8) and authorized under Compact Section IV.
- H. "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.

- I. “Compact” means the Squaxin Island Tribe – State of Washington Gaming Compact and Appendices, as stated herein.
- J. “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.”
- K. “Eligible Tribe” means a Washington Tribe that has entered into a compact authorizing operation of a Tribal Lottery System consistent with Appendix X2.
- L. “Eligibility Determination” means a process described in Compact 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 this Compact.
- M. “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.
- N. “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.
- O. “Gaming Code” means the Tribal Ordinance approved by the National Indian Gaming Commission pursuant to IGRA and codified in Squaxin Island Tribal Code Chapter 6.08, as amended and any regulations or rules adopted by the Tribe thereunder.
- P. “Gaming Employee” means any 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; cashier supervisors; dealers; box men; floormen; Pit bosses; shift bosses; cage personnel; Sports Wagering personnel; collection personnel; Gaming consultants; 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.

- Q. “Gaming Facility” or “Gaming Facilities” means the building or buildings or portions thereof in which Class III Gaming occurs as authorized by this Compact.
- R. “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.
- S. “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.
- T. “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.
- U. “Gaming Station” means one conventional, physical Gaming table of the general size and scope as commonly used in Nevada.
- V. “Independent Accountant” means a professional accountant suitably qualified and sufficiently independent to act as auditor of the Gaming Operation.
- W. “Independent Accounting Firm” means a person or firm licensed by the Washington State Board of Accountancy.
- X. “Indian” means an enrolled member of a Federally Recognized tribe.
- Y. “Individual” means, but is not limited to, natural persons and business entities including business sole-proprietorships, partnerships, corporations, joint ventures, organizations and associations.
- Z. “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.
- AA. “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.

- BB. "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.
- CC. "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, cooperation, or mutual aid agreement.
- DD. "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.
- EE. "National Indian Gaming Commission" or "NIGC" means the Commission established pursuant to Section 5 of IGRA, 25 U.S.C. § 2704.
- FF. "Net Win" means the total amount wagered or played less the amounts repaid to winners.
- GG. "Non-Indian" means a person not enrolled as a member of a Federally Recognized tribe.
- HH. "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.
- II. "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.
- JJ. "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.

- KK. "Registration" or "Gaming Employee Registration" means the process described in Compact Section VI. conducted by the State Gaming Agency to determine, from the State's perspective, if a person is of good character, honesty, and integrity; the person's prior activities do not pose a threat to the public or to effective regulation of this Compact; and that such person is likely to conduct Class III Gaming activities in accordance with this Compact.
- LL. "RCW" means the Revised Code of Washington, as amended.
- MM. "State" means the State of Washington, its authorized officials, agents, and representatives.
- NN. "State Certification" means the process described in Compact Section VI.B. utilized by the State Gaming Agency to ensure that all entities or persons required to be licensed or certified are qualified to hold such license or State Certification in accordance with this Compact.
- OO. "State Gaming Agency" means the Washington State Gambling Commission.
- PP. "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.
- QQ. "Tribal Gaming Agent" means an employee of the Tribal Gaming Agency duly appointed by the agency as an agent.
- RR. "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, which lands are subject to the jurisdiction of the Tribe.
- SS. "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.
- TT. "Tribal Licensing" means the licensing process utilized by the Tribe to ensure all entities or persons required to be licensed are qualified to hold such license in accordance with provisions of the Tribe's Gaming Code, regulations, and this Compact.
- UU. "Tribal Member" means an enrolled member of the Squaxin Island Tribe pursuant to the membership laws of the Tribe.

VV. “Tribe” means the Squaxin Island Tribe, its authorized officials, agents, and representatives, and includes federally or tribally chartered entities wholly owned by the Tribe.

WW. “WAC” means the Washington Administrative Code, as amended.

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

#### **A. Location of the Gaming Facilities**

- (1) The Tribe may establish two (2) Gaming Facilities to be located on Tribal Lands.
- (2) Any Gaming Facility may be expanded to include additional buildings or portion(s) thereof connected to become part of that Gaming Facility. Any connected structures of that Gaming Facility must provide corridors connecting such buildings or portion(s) thereof with a safe, secure, and direct path for the public, employees, and assets. All Compact requirements shall apply to such additional buildings.

#### **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 Compact Sections V. and VI.

#### **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**

- (1) The number of persons permitted in any Gaming Facility will not exceed the number authorized by applicable fire and building codes.
- (2) The Tribe recognizes there may be an increased burden on local jurisdictions’ public safety, emergency response, and other services associated with the operation of Gaming Facilities and shall make provisions for adequate emergency accessibility and service to ensure the safety of its patrons and employees.
- (3) The Tribe shall comply with and enforce standards no less stringent than those contained in the following laws, regulations, and codes:

- (a) Indian Health Service public health standards.
  - (b) All Federal laws establishing minimum standards for environmental protection.
  - (c) Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements.
  - (d) Federal water quality and safe drinking water standards or the Tribe's Surface Water Quality Standards, approved by the United States Environmental Protection Agency.
  - (e) International Building Code, including codes for electrical, fire, and plumbing.
  - (f) Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements.
  - (g) Tribal Codes regarding public health, safety, and environmental protection standards.
- (4) Because air quality is an important part of protecting public health and safety, when smoking is allowed in the Gaming Facility, Tribe agrees to mitigate the harm of second-hand smoke by providing a non-smoking area of the Gaming Facility.

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. Responsible Gaming

The Tribe and State Gaming Agency recognize the importance of responsible gaming 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) Policy. Create and maintain a responsible gaming policy that, at a minimum, outlines their commitment to responsible gaming, player protection, and mitigating gambling related harms. The policy shall include information about how and where to seek treatment; national or local hotline numbers; a description of self-imposed limits offered by the Gaming Operation, if any; the process for

self-exclusion/barring; and preventing underage persons from entering the Gaming Facility.

- (2) Training. Provide annual training and education for all Gaming Employees to cover how to identify problem gamblers, how to provide assistance when asked, the self-exclusion/barring process, and where to direct patrons to find resources. For management, additional training shall cover underage gambling prevention; unattended children; the self-exclusion/barring process and how to initiate the process; and the increased risk of gambling harms that gaming employees may face.

- (3) Self-Exclusion.

The Tribe shall:

- (a) Provide a self-exclusion process for patrons to self-exclude/bar themselves from the Gaming Facility and describe that process on the Gaming Facility's website and Player Account applications. Current forms for initiating the process should be available on the website.
- (b) Provide local resources and a toll-free number to a patron who self-excludes/bars so they can seek further assistance.
- (c) Immediately remove a patron who self-excludes/bars from mailing lists and promotional and marketing materials, and they will be denied all complimentary items while excluded/barred.
- (d) Consider participating in the State Gaming Agency's statewide self-exclusion program.

- (4) Commitment to Responsible Gaming.

- (a) Each cashier station, entrance/exit, Gaming Station, Player Terminal, Kiosk, ETG Terminal, Mobile Sports Wagering application, and Sports Wagering Kiosk shall display educational and informational materials that aim at the prevention of problem gambling, a toll-free helpline number, and specify where to find problem gambling assistance. Any link to the Tribe's responsible gaming policy in (1) above shall be consistent with the information posted on the Gaming Facility's website and in a method determined by the Tribe.
- (b) Include a responsible gaming message and toll-free hotline number on Class III advertising, marketing, and promotional materials.

- (c) Provide recipients of Class III advertising, marketing, and promotional materials with the ability to opt out of email, direct messaging, SMS marketing at any time.
- (5) Class III Gaming website information. The Tribe shall, within three (3) clicks from the main website, make the following responsible gaming and problem gambling information available on the Class III Gaming Facility website:
  - (a) The responsible gaming policy outlined in (I) above,
  - (b) A toll-free problem gambling hotline number,
  - (c) Problem gambling resources,
  - (d) Responsible gaming information,
  - (e) The Gaming Operations self-barring/exclusion process, and
  - (f) On-line application/form to start the self-barring/exclusion process.
- (6) Self-Imposed Limits.

Within five (5) years, or as soon as feasible thereafter based on reliable technological availability, include in the Tribe's education and awareness program an interactive responsible gaming 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.
- (7) The Tribe shall annually certify to the State Gaming Agency in writing compliance with (1)-(6) above by December 31 of each year.
- (8) Consider additional ways to address problem gambling behaviors of patrons of the Gaming Facility in future negotiations.

**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.

- (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 provisions do not allow this connection, additional amendments/negotiations may be initiated. If the Tribe determines its proposal meets current Compact 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. Number of Gaming Stations

Appendix E, Section 5. governs the number of gaming stations.

J. Wagering Limits

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. 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 a person 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.

**M. Prohibition on Firearms**

The possession of firearms by any person within the Gaming Facilities shall be strictly prohibited, and the Gaming Operation shall post notice of this prohibition near any entrance to the Gaming Facilities. This prohibition shall not apply to:

- (1) Local Law Enforcement or Tribal Law Enforcement agencies authorized by federal law, tribal law or by a cooperative, mutual aid or cross-deputization agreement;
- (2) Contracted services, such as armored car services, while performing their contracted duties as provided in RCW 9.41.300 and RCW 18.170; and
- (3) The State Gaming Agency.

**N. 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**

Any Class III Gaming activity not authorized in this Compact is prohibited, and unless authorized by the State, all Class III Gambling Devices are prohibited.

Nothing herein is intended to prohibit or restrict otherwise lawful and authorized Class II Gaming activities Tribal Lands or within the Gaming Facility.

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

A. Class III Table Games

- (1) Existing Table Games. The Tribe may offer any Class III table game authorized for play in the State of Washington pursuant to the table game rules approved at the time of the effective date of this amended Compact.
- (2) Modifications to Table Games. If the Gaming Operation wishes to modify its table game rules of an approved Class III table game, it shall first provide the modified game rules to the Tribal Gaming Agency for review and approval. Once the Tribal Gaming Agency has reviewed and approved the modified game rules, the Tribal Gaming Agency shall provide the State Gaming Agency with the approved modifications to the rules for concurrence. If the State Gaming Agency takes no action on the submitted modifications to the table game rules within the thirty (30) days, the Gaming Operation may begin offering the table game. If, however, the State Gaming Agency disagrees with the proposed modified game rules, it shall provide a notice of disagreement to the Tribal Gaming Agency setting forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the Tribal Gaming Agency and State Gaming Agency shall meet, and in good faith try to resolve the differences.
- (3) Table Games Approved in Washington after Effective Date. If the Gaming Operation wishes to offer any Class III table game not approved at the time of the effective date of this amended Compact but subsequently authorized for play in the State of Washington and played in accordance with rules as approved, it shall first provide the game rules to the Tribal Gaming Agency for review and approval, and the Tribal Gaming Agency shall provide the table game rules to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If, however, the State Gaming Agency disagrees with the proposed table game rules, it shall provide a notice of disagreement to the Tribal Gaming Agency setting forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the Tribal Gaming Agency and State Gaming Agency shall meet, and in good faith try to resolve the differences.
- (4) New Table Games. If the Gaming Operation wishes to offer any Class III table game that does not fall under subsections (1), (2) or (3) above, it shall first provide the game rules to the Tribal Gaming Agency for review and approval. Once the Tribal Gaming Agency has reviewed and approved the game rules, the following items shall be submitted to the State Gaming Agency at least sixty (60) days prior to the time play shall begin:
  - (a) The proposed rules,

- (b) Manner of regulation,
- (c) Manner of play, and
- (d) Any equipment included as part of the proposal. A working model of the equipment will be submitted to the State Gaming Agency prior to installation and implementation.

If the State Gaming Agency takes no action on the submission within the sixty (60) days, the Gaming Operation may begin offering the game. If, however, the State Gaming Agency disagrees with the submission, it shall provide a notice of disagreement to the Tribal Gaming Agency setting forth with specificity the reasons for such disagreement.

- (5) Electronic Table Games. The Gaming Operation may offer Electronic Table Games, operated in conformity with Appendix G.
- B. Tribal Lottery Systems operated in conformity with X2.
  - C. Tribal Lottery System Wide Area Progressive operated in conformity with Appendix W.
  - D. Electronic Gambling Devices, as defined herein and the Johnson Act, 15 U.S.C. § 1171, operated in conformity with Appendix Y.
  - E. Keno
    - (1) The wagering limit for Keno is five hundred dollars (\$500).
    - (2) Existing Keno Systems. 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.
    - (3) Keno System Modification or Approved in Washington after Effective Date. If the Gaming Operation wishes to offer a modification to game rules or Internal Controls of a currently authorized Keno System or a new Keno System that was not approved at the time of the effective date of this amended Compact but was subsequently authorized for play in the State of Washington, it shall first provide the game rules or Internal Controls to the Tribal Gaming Agency for review and approval, and the Tribal Gaming Agency shall provide the game rules or Internal Controls to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If, however, the State Gaming Agency disagrees with the proposed game rules or Internal Controls, it shall provide a notice of disagreement to the Tribal Gaming Agency setting forth with specificity the reasons for such

disagreement. If the State takes no action within the thirty (30) days, the Tribe shall begin offering the game.

- (4) New Keno Systems. For a Keno System that does not fall under subsections (2) or (3) above, the Tribe will submit to the State Gaming Agency at least sixty (60) days prior to time play shall begin the:

- (a) Proposed rules,
- (b) Manner of regulation,
- (c) Manner of play, and
- (d) 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 Gaming Agency disagrees with the proposal, it shall provide a notice of disagreement to the Tribal Gaming Agency setting forth with specificity the reasons for such disagreement. If the State takes no action within sixty (60) days, the Tribe may begin offering the game.

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

G. Lottery-type Games

- (1) The Tribe may offer games including keno-type games, instant tickets, raffles, 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).
- (2) At least sixty (60) days prior to the time play shall begin, the Tribe will submit to the State Gaming Agency the following:
  - (a) Proposed rules;
  - (b) Manner of regulation;
  - (c) Manner of play; and
  - (d) If the proposal includes gambling equipment, the proposed equipment will be submitted to the State Gaming Agency for testing and approval prior to installation and implementation.

- (3) If the State takes no action within sixty (60) days, the Tribe may begin offering the game.

H. Satellite (Off-Track) wagering on Horse Races, in conformity with Appendix B.

I. Sports Pools, on regularly scheduled athletic contests, of one hundred (100) squares wherein each square is sold for not more than one hundred dollars (\$100) and all proceeds, less a tribal administrative charge of no more than fifty cents (\$.50) for each ten dollars (\$10) wagered, are awarded as prizes. The sports pool may be conducted only as follows:

- (1) A board or piece of paper is divided into one hundred (100) equal squares, each of which constitutes a chance to win in the sports pool and each of which is offered directly to prospective contestants;
- (2) The purchaser of each chance or square signs their name on the face of each square purchased;
- (3) No later than prior to the start of the subject athletic contest the pool is closed and no further chances are sold;
- (4) After the pool is closed a prospective score is assigned by random drawing to each square; and
- (5) The sports pool board must be available for inspection by any person purchasing a chance, the State Gaming Agency, and the Tribal Gaming Agency at all times prior to the payment of the prize.

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. Sports Wagering, operated in conformity with Appendix S.

**V. LICENSING, STATE 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.

**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 Compact 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 State Certification shall be maintained annually after the initial State 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 demonstrates that their anticipated profits from sales will be below the cost of obtaining a State Certification, it may apply for an abbreviated form of State Certification currently known as a special sales permit.
- (4) In the event a manufacturer or supplier provides or intends to provide less than twenty-five thousand dollars (\$25,000) worth of Gaming Services annually, the licensing and State 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 State 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 State 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, representatives of manufacturers and suppliers of Gaming Services, and representatives of Sports Wagering Vendors to carry on their person at all times identification cards issued by the Tribal

Gaming Agency which include the Individual's photo, first name, an identification number unique to the Individual's tribal license, a Tribal seal or signature, and a date 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, STATE CERTIFICATION, ELIGIBILITY, AND REGISTRATION PROCEDURES**

**A. Overview – Gaming Employees**

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

- (1) The options outlined in Compact Sections VI.B., C., and D. below are mutually exclusive and cannot be utilized at the same time.
- (2) Transitioning between State Certification and Eligibility. The Tribal Gaming Agency may choose to transition from State Certification to the Eligibility Determination provisions of this Compact. The Tribal Gaming Agency agrees that it will operate under the Eligibility Determination provisions for at least two (2) years before returning to the State Certification provisions. If the Tribal Gaming Agency chooses to return to the State Certification provisions after at least two (2) years under the Eligibility Determination provisions, it agrees that it will operate under the State Certification provisions for at least two (2) years before transferring back to Eligibility Determination.
- (3) Transitioning from State Certification or Eligibility Determination to Registration. If the Tribal Gaming Agency can demonstrate Tribal licensing expertise by meeting all criteria required in Compact 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 State Certification or Eligibility Determination to the Registration provisions of this Compact.
  - (a) The Tribal Gaming Agency must operate under the Registration provisions for at least two (2) years before returning to the State Certification or Eligibility Determination provisions. If the Tribal Gaming Agency chooses to return to the Eligibility Determination or State Certification provisions after at least two (2) years under the Registration

provisions, they must operate under the State Certification or Eligibility Determination provisions for at least two (2) years before transferring back to Registration.

- (b) The Tribal Gaming Agency must demonstrate and verify that it meets all criteria in Compact Section VI.D.(1), set out in the transition MOU and every three (3) years thereafter.
  - (c) If the Tribe determines that the Tribal Gaming Agency no longer meets the requirements set forth in Compact Section VI.D.(1), the Tribe will immediately notify the State Gaming Agency of the Tribal Gaming Agency's plan to transition back to either a State Certification or Eligibility Determination process and provide the State Gaming Agency thirty (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 Compact 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 State Certification or Eligibility Determination process.
- (4) Submitting Transition Plan to State Gaming Agency.
- (a) The Tribal Gaming Agency will submit the proposed transition date and licensing and State 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 Tribal Gaming Agency must also provide documentation in their transition plan of how it meets the criteria in Compact 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 thirty (30) days' notice to update their processes and reprogram their systems.

- (5) Transition MOU. If the Tribe wishes to transition to another process, the Tribal Gaming Agency and State Gaming Agency must enter an MOU (“Transition MOU”) that includes at a minimum, transition date; fees; the submittal process for State Certification, Eligibility Determination, or Registration verification; annual review, including the timing, process, and any costs associated with such; and that State Certification and Eligibility Determination applications and Registration information must be submitted online. If the transition is to Registration, the Transition MOU will also include the Tribal Gaming Agency’s verification that it meets all criteria in Compact Section VI.D.(1). The MOU may be amended from time to time and will remain in effect while the TGA operates under either the Eligibility Determination or Registration verification process.

B. Gaming Employee State Certification

- (1) Tribal license and State Certification Required. Any employee who meets the definition of Gaming Employee, regardless of the employee’s job title, must be licensed by the Tribal Gaming Agency and relicensed annually, and must also receive State Certification from the State Gaming Agency and be recertified annually.
- (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) Procedures for Tribal License Applications and State Certification. Each Applicant for a Tribal gaming license and for State Certification shall submit the completed State 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.
- (4) 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 State Certification to the Tribal Gaming Agency. If the application for State 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 State Certification required under this Compact a more rigorous standard than that actually applied in the approval of State Gaming Agency licenses or State 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 State 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.

- (5) 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 a State 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 State 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 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 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 as, 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 State Certification.
- (f) The State Gaming Agency will consult with the Tribal Gaming Agency prior to denying State Certification to such an Applicant who does not meet the criteria for State Certification. For enrolled members of the Tribe who are Applicants for State Certification, and licensing, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a provisional or conditional State 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 Tribal Gaming Agency can show extenuating circumstances why an enrolled Tribal Member who does not meet all criteria should be further considered for a provisional or conditional State Certification, the Tribal and State Gaming Agencies may agree to a temporary State Certification, based on specific conditions and a further detailed review of the Applicant. Additional fees may be required to maintain a conditional or provisional State Certification, which the Tribe agrees to pay.

- (6) Right to Hearing for Revocation, Suspension, or Denial of State Certification. If an application has not been withdrawn by the Tribal Gaming Agency during the State Certification review process, any Applicant 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. The SGA shall notify the TGA of any determination under this subsection. 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.
- (7) 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 Compact Section VI.B.(5). The Tribe shall notify the State Gaming Agency of any determination under this paragraph.
- (8) 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, State Certification, or temporary license or State Certification, unless otherwise revoked or suspended. A Gaming Employee who 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 State Certification or license is suspended or revoked. Applicants seeking renewal of license or State 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 Tribal Gaming Agency, 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.

- (9) 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.
- (10) Fees For Tribal License. The Tribal Gaming Agency shall establish the fees for Tribal gaming licenses.
- (11) 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.
- (12) 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.
- (13) 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 Procedures Act, RCW 34.05. Tribal Members who apply specifically grant a waiver of immunity, defense, or other objection they might otherwise have to the exercise of State jurisdiction for these purposes, but only for the purposes discussed in this paragraph. Nothing in this Section shall be deemed or interpreted as a waiver of immunity or submission to State jurisdiction for any other purpose or cause of action.
- (14) Tribal Certification. The Tribal Gaming Agency may, in its sole election, rely upon the State 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.
- (3) Any employee that meets the definition of Gaming Employee, regardless of the employee's job title, must be licensed by the Tribal Gaming Agency and must also receive an Eligibility Determination from the State Gaming Agency.
- (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 Tribal Gaming Agency. 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 Tribal Gaming Agency'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 Tribal Gaming Agency. 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; a set of fingerprint cards; 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 Determination. 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 gaming license, State gaming license, or State 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 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 an Eligibility Determination and the provisions of RCW 9.95.240 and RCW 9.96A 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 Compact Section VI.C.(7)(c); or (2) the criminal history and non-conviction data review has revealed that the Applicant is ineligible for employment pursuant to Compact Section VI.C.(7)(c).
- (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 Tribal Gaming Agency can show extenuating circumstances why a Tribal Member who does not meet all criteria should be further considered for 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 Tribal Gaming Agency 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 Compact Section VI.C.(7)(e).

- (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 such 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 their 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 they satisfy all the criteria set forth above shall be determined ineligible for licensing and processed as outlined in Compact 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 Gaming Code and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Compact Section VI.C.(7)(c). The Tribe shall notify the State Gaming Agency of any determination under this paragraph.

(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 Tribal Gaming Agency may either revoke the Tribal license or request that the Tribal Gaming Agency and State Gaming Agency agree to mutually waive disqualifying criteria based on the conditional tribal license as outlined in Compact Section VI.C.(7)(e).
- (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 State 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 State Certification, Eligibility Determination and Registration are included in Compact 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 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 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 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 the criteria above as required in Compact Section VI.A.(3) and documented it 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 State Certification issued by the State Gaming Agency.
- (c) Any employee that meets the definition of Gaming Employee, regardless of the employee's job title, must be licensed by the Tribal Gaming Agency and must also receive Registration verification from the State Gaming Agency.
- (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 a person within the past ten (10) years;
  - 2) Has provided materially false statements or information on the person's 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 authorized 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 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 whether 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 Compact Section XIII. 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 who 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, if the waiver of certain criteria does not pose an appreciable risk to the public or the lawful operation of the Gaming Facilities or meet the criteria under Compact 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 Compact 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 State Certification, unless the holder is otherwise revoked or suspended.

- (b) Applicants seeking renewal of a license or State 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, POL, 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 State 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 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 State Certification, and the provisions of RCW 9.95.240 and RCW 9.96A 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 the Gaming Code and regulations governing such procedures, and the grounds for such actions shall not be less stringent than those of Compact 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 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 STATE 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 an 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 renewal of State Certification shall be determined pursuant to WAC 230-05 for service suppliers, manufacturers, and their representatives.

HOWEVER, 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 before 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;
- (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 a significant violation or Gambling crime, Gambling-related crimes or suspected Gambling crime 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.

## **IX. 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 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 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's 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 has not received 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, 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

Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be displayed or available in the Gaming Facilities and as specified in the Compact. 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 their examination of the financial statements, the

Gaming Operation has followed, in all material respects, during the period covered by their 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 subsection (a) and (b) above 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) Maintain the following written or computerized records:

- (a) security logs, maintained in accordance with the specifications set out in Tribe's Internal Controls; and
- (b) surveillance logs, maintained in accordance with the specifications set out in the Tribal Gaming Agency's standard operating procedure,

which shall be available for inspection by the Tribal Gaming Agency and the State Gaming Agency in accordance with Compact Section X.B.

- (3) The Gaming Operation shall provide the Tribal Gaming Agency with copies of its floor plan and Closed Surveillance System and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan or Closed Surveillance System does not provide unobstructed camera views in accordance with such

regulations, the Tribal Gaming Agency shall modify such floor plan or Closed Surveillance System in order to remedy such deficiency. The Tribal Gaming Agency shall make available to the State Gaming Agency the floor plan and Closed Surveillance System to review for compliance with Compact.

- (4) The Gaming Operation shall install a Closed Surveillance System according to the specifications set out in Appendix A and the Tribe's Internal Controls.
- (5) 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.
- (6) Standards for management and operation of satellite wagering activities shall be consistent with the provisions of this Compact, including Appendix B., 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 Compact Section IX. 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.

**X. 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) State agents shall provide proper identification at the time of inspection to the appropriate Tribal representatives; PROVIDED the State Gaming Agency Director may assign agents to work in an undercover capacity to assist in monitoring the provisions of this Compact. The Tribal Gaming Agency and the State Gaming Agency shall establish protocols that allow the Tribal Gaming Agency to confirm that the State agent is duly authorized by the State to monitor the Gaming Operation.
- (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 any person, 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.
- (2) Regardless of the storage system used for Class III Gaming records, the records shall be in a format accessible by Agents of the State Gaming Agency
- (3) 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.

- (4) 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 will 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 this Compact, and applicable Tribal and State laws and regulations.
- (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 Compact Section XIII.

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.

- (3) Closure Notification. The Tribal Gaming Agency will make reasonable efforts to notify the State Gaming Agency in a timely fashion in the event a Gaming Facility closes to the public for more than twenty-four (24) hours.

## **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) Jurisdictional Forums**

Following investigation and arrest, formal charges will be brought in the appropriate venue. Criminal prosecution of non-Indians will be through the proper State or Federal Courts. Criminal prosecution of Indians will be through the proper Tribal Court, State or Federal Courts.

### **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 RCW 9.46 and WAC 230-17, made applicable by this Compact, against any Applicant and/or Individual that is licensed by the Tribal Gaming Agency, and/or holds a State Certification or is subject to 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 Northwest Intertribal 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; 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 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. Set-up Fee

As part of the recoverable cost of regulating Tribal Lottery Systems under Appendix X2, the State Gaming Agency shall be entitled to the reasonable cost of initially setting up such regulation ("Set-up Fee"), of one hundred eighty-four thousand, eight hundred sixty-six dollars (\$184,866). The Tribe paid its pro rata share of the Set-up Fee (i.e., dividing the entire amount due by the number of Eligible Tribes at the time such determination is made). In the event the Tribe paid the State Gaming Agency more than its pro-rata share of the Set-up Fee, it shall be reimbursed by way of future Regulatory Fee credits based on the collection by the State Gaming Agency 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 State Gaming Agency 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.

B. Annual Regulatory Fees

The Tribe agrees to pay its share of the State Gaming Agency'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 Compact, 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 State Gaming Agency in connection with the Tribe's Class III Gaming. "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, prior years' Actual Costs shall be based on those such costs incurred for the twelve months ending June 30. Regulatory Fees shall be calculated and paid as follows:

- (1) Cost Allocation. Notwithstanding anything in the Compact to the contrary, the Regulatory Fees for all Class III Gaming activities under the Compact, shall be set by determining the cost of regulating the Tribe's Class III Gaming activities using the State Gaming Agency's cost allocation model currently in use.
- (2) Billing and Payment. The State Gaming Agency shall notify the Tribe of the forthcoming Regulatory Fee at least forty-five (45) days prior to it 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 twelve (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 forty-five (45) days following notification of the amount of the forthcoming year's Regulatory Fee, whichever is later.
- (3) Audit. The SGA shall send the Tribe an annual audited accounting of actual costs on or before April 30 of the following year.
- (4) Revisions to State's Cost Allocation Model. The State Gaming Agency may revise its cost allocation model, which shall become effective upon ninety (90) days' notice to the Tribe. If the Tribe disputes the revised model, the State Gaming Agency 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 Compact Section XIII below shall apply.

C. 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 State Gaming Agency 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 State Gaming Agency or deposit into escrow, the State may pursue any of the remedies set forth in Compact Section XIII for the Tribe's breach thereof.

D. Alternative Fee Agreements

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

**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 Compact Section XIII.B.(1).
- (b) Sites for such arbitrations shall alternate between 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 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 their 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 Compact 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, have the power to impose fines and award equitable relief in their 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 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). For purposes of this remedy, the State consents to this suit and waives any defense it may assert by way of its sovereign immunity.

D. Injunction 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). For purposes of this remedy, the Tribe consents to this suit and waives any defense it may assert by way of its sovereign immunity.

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:

- (1) The Tribe hereby agrees to a limited waiver of sovereign immunity for the sole purpose, and no other purpose, of consenting to the suits specified in Compact Section XIII.B., 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 Compact Section XIII.B., 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 Compact 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 Compact 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 Compact Section IX.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.

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 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 and 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 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, the Tribe may request to amend its Compact as follows:
  - i. When the Tribe requests terms and conditions from the other tribe's compact be incorporated into the Tribe's compact, the State will agree to the Tribe's proposal in a Memorandum of Incorporation so long as all interrelated terms and conditions from the other tribe's compact are included and identical in substance to the other tribe's.
  - ii. If an advantage afforded the other tribe cannot be addressed in a Memorandum of Incorporation, the Parties will negotiate in good faith to complete a responsive amendment under Compact Section XV.G.(2), above.
- (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 activity, the Tribe will be authorized to conduct such activity before completion of the subsequent negotiations as provided in this Compact, if such activity is conducted in accordance with all 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  
Squaxin Island Tribe  
10 Squaxin Lane  
Shelton, Washington 98584

Governor  
State of Washington  
State Capitol  
Olympia, Washington 98504

Squaxin Island Legal Department  
3711 SE Old Olympic Hwy  
Kamilche, WA 98584

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

Executive Secretary  
Washington Horse Racing Commission  
3700 Martin Way  
Olympia, Washington 98504-5052

**XVII. SEVERABILITY**

In the event that any section or provision of this Compact is held invalid by a court of law, or its application to any particular activity held invalid by a court of law, 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 Tribe and the State have executed this Compact.**

**THE SQUAXIN ISLAND TRIBE**

BY:   
\_\_\_\_\_  
**KRISTOPHER PETERS**  
Chairman

DATED: 2/12/26

**STATE OF WASHINGTON**

BY:   
\_\_\_\_\_  
**BOB FERGUSON**  
Governor

DATED: 6/5/24