



# United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

NOV 20 2025

The Honorable RoseMary LaClair  
Chairwoman, Nooksack Indian Tribe  
P.O. Box 157  
Deming, Washington 98244

Dear Chairwoman LaClair:

On July 15, 2025, the Office of Indian Gaming received for review and approval the Eighth Amendment to the Tribal-State Compact for Class III Gaming between the Nooksack Indian Tribe and the State of Washington. The Amendment makes several changes including revising age restrictions on gambling and permitting electronic table gaming and sports wagering.

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 Amendment. We note that Sections 15(g)(i) and 15(g)(iii)(dd) contain language that could be construed as contemplating modifications of these sections absent submission of any such revised terms to the Secretary of the Interior for review and approval under IGRA. We remind the parties that all compacts and amendments, including technical amendments, must be submitted for approval by the Secretary and publication in the Federal Register.<sup>1</sup>

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 Compact takes effect when 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

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<sup>1</sup> See 25 C.F.R. § 293.4(a) ("All compacts and amendments, regardless of whether they are substantive or technical, must be submitted for review and approval by the Secretary.") and 25 U.S.C. § 2710(d)(3)(A) (Compacts or amendments become effective "only when notice of approval by the Secretary of such compact [or amendment] has been published in the Federal Register.")

**RECEIVED**

**JUL 15 2025**

**AS - IA  
Office of Indian Gaming**

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

**INTRODUCTION**

The NOOKSACK INDIAN TRIBE (hereafter "Tribe") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact on October 28, 1991, pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter "IGRA"). The Tribe and the State amended that compact by mutual agreement on numerous occasions, most recently in 2018.

At the request of the Tribe, the Tribe and the State entered into negotiations for further amendments to the compact for: electronic table games which, despite being authorized for tribal operation pursuant to IGRA are subject to negotiation since they are not permitted per Compact Section 3 (k) "Prohibited Activities"; Sports Wagering; updated age limitations; updated "Amendments, Duration and Effective Date"; and other sections as necessary to implement those changes. The parties have reached agreement on compact amendments as set forth in this document. The parties believe the conduct of Class III gaming under the terms and conditions set forth below will, from a regulatory perspective, benefit the Tribe and the State and protect the members of the Tribe and the citizens of the State consistent with the objectives of IGRA.

**COMPACT AMENDMENT**

1. All references to WAC 230-50 in the Compact are amended to WAC 230-17.
2. Compact Section 2(f), as previously amended, is deleted in its entirety and replaced with the following:
  - (f) "Gaming Employee" means any person employed in the operation or management of the Gaming Operation, whether employed by or contracted to the Tribe, or by any person or enterprise providing on or off-site services to the Tribe within or without a Gaming Facility regarding any Class III activity, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance personnel; security personnel; cashier supervisors; dealers or croupiers; box men; floormen; pit bosses; shift bosses; cage personnel; Sports Wagering personnel; collection personnel; gaming consultants; management companies and their 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.

**3. Compact Section 2(j) is deleted in its entirety and replaced with the following:**

- (j) “Gaming Station” means one gaming table of the general size and scope as commonly used in Nevada or Electronic Table Games, subject to Appendix G.

**4. Compact Section 2(m), is deleted in its entirety and replaced with the following:**

- (m) Reserved.

**5. Compact Section 2(t), is deleted in its entirety and replaced with the following:**

- (t) “Tribe” means the Nooksack Indian Tribe, its authorized officials, agents, and representatives, and includes federally or tribally chartered entities wholly owned by the Tribe.

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

- (u) “Cash” when used as a noun, means currency in the form of coins or bills issued by the government of the United States.
- (v) “Cash Equivalent” means U.S. currency in the form of a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashier’s check, a check drawn on the tribal gaming operation payable to the patron or to the tribal gaming operation, a patron’s debit or credit card, a patron’s reloadable prepaid card that has been verified as being issued to the patron and is non-transferable, ACH transfer if the operator has security measures and controls to prevent ACH fraud regarding failed ACH deposits, or a voucher recording Cash drawn against a credit card or charge card;
- (w) “Internal Controls” means the documents that describe the internal operational system or internal procedures of the Gaming Operation designed to promote efficiency, safeguard assets, and avoid fraud and error.
- (x) “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.
- (y) “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.
- (z) “Pit” means the area enclosed or encircled by an arrangement of Gaming Stations, other than Electronic Table Games, in which the gaming facility personnel administer and supervise the games played at the tables by the patrons located on the outside perimeter of the area.

**7. Compact Section 3(a), as previously amended, is amended to add the following Class III activities:**

(xxvii) Sports Wagering, subject to Appendix S.

(xxviii) The Tribe may offer Electronic Table Games, subject to Appendix G.

**8. Compact Section 3(e), as previously amended, is deleted in its entirety and replaced with the following:**

(e) Forms of Payment. All payment for wagers made in authorized forms of Class III Gaming conducted by the Tribe on Nooksack Tribal Lands, including the purchase of chips, for use in wagering, shall be made by Cash or Cash Equivalent, credit. Cash payments for wagers made through near-field communication (NFC) devices, EMV (smart payment 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.

(i) No credit shall be extended to any patron of the Gaming Facilities for gaming activities except as authorized in this Compact and Appendices.

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

**9. Compact Section 3(h), as previously amended, is deleted in its entirety and replaced with the following:**

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

**10. Compact Section 3(l), as previously amended, is deleted in its entirety and replaced with the following:**

(l) Age Restrictions. No person under the age of eighteen (18) shall participate in any Gaming activities, be employed in any Gaming Operation, or be allowed on the Class III

Gaming floor authorized by this Compact during actual hours of operation. 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. PROVIDED, that such age limitation shall not apply to an individual accompanied by an adult for the specific and limited purpose of proceeding directly and immediately across the Gaming area for a legitimate non-gaming purpose, with no Gaming area loitering or Gaming participation by the underage person or accompanying adult.

**11. Compact Section 5(h) is deleted in its entirety and replaced with the following:**

- (h) Exchange of Licensing and State Certification Information. In an effort to ensure a qualified workforce in all areas of Class III Gaming, and in all types of Gambling authorized under the laws of the State, upon completion of any administrative action against a Tribal license or State Certification, the final disposition shall be forwarded to either the Tribal Gaming Agency or the State Gaming Agency and maintained as part of both agencies' permanent licensing records. 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.

**12. Compact Section 6(i) is deleted in its entirety and replaced with the following:**

- (i) Responsible Gambling. The Tribe and State Gaming Agency recognize the importance of responsible gambling as part of the shared responsibility to protect the health, welfare, and safety of the citizens of the Tribe and of the State. To further the commitment to responsible gambling, if not already implemented as part of the Tribe's problem and responsible gambling programs, in a manner to be determined by the Tribe, it agrees to the following:
- (i) Policy. Create and maintain a responsible gambling policy that, at a minimum, includes information about responsible gambling and identifies resources for individuals seeking information about problem gambling and how to register for self-exclusion. The policy shall include information about treatment resources, national or local hotline numbers, the self-exclusion program, and a description of self-imposed limits offered by the Gaming Operation, if any. The information will be prominently posted on the Gaming Facility's website.

- (ii) Training. Provide annual training and education for all Gaming Employees, with a separate training for management, to cover such topics as how to identify problem gamblers, how to provide assistance when asked, underage gambling prevention, and unattended children.
- (iii) Display. Display on each cashier station, entrance/exit, Kiosk, and additional locations as authorized in the Appendices, a commitment to responsible gambling and a link to the Tribe's responsible gambling policy created pursuant to Section 6(i)(i) of the Compact.
- (iv) Marketing and Promotions. The Tribe will include responsible gambling information on Class III gaming marketing and promotional materials.
- (v) Self-Exclusion. Provide information on the Gaming Facility's website on how a patron can self-exclude from the Gaming Facility. Consider participating in the State Gaming Agency's statewide self-exclusion program, with participation to be at the Tribe's sole discretion.
- (vi) Consider additional ways to address problem gambling behaviors of patrons of the Gaming Facility in future negotiations.

**13. Compact Section 9(a) is deleted in its entirety and replaced with the following:**

- (a) Investigative Authority. The Tribal Gaming Agency, Tribal Law Enforcement Agency, the Whatcom County Sheriff, the Washington State Patrol, and the State Gaming Agency under RCW 9.46.210, shall have the authority to investigate gambling and related crimes against the laws of the Tribe and of Chapter 9.46 RCW made applicable, that occur within the gaming facility or within Nooksack Tribal Lands.

**14. Compact Section 9(c), as previously amended is deleted in its entirety and replaced with the following:**

- (c) Consent to Application of State 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, shall be applicable and incorporated herein as part of this Compact and the Tribe consents to this grant of jurisdiction to the State as provided for in Section 9(a) with respect to gaming on Nooksack Tribal Lands.

15. **Compact Section 13, as previously amended, is deleted in its entirety and replaced with the following:**

**SECTION 13 REIMBURSEMENT FOR REGULATORY EXPENSES INCURRED BY THE STATE GAMING AGENCY**

- (a) The Tribe agrees to pay an annual Regulatory Fee in accordance with Appendix X2, Section 13 as now or hereafter amended.
- (b) The Tribe and the State Gaming Agency desire to define and pilot an alternative method to determine State Gaming Agency regulatory fees, and the parties may agree, whether on a trial or permanent basis, to such method and memorialize the same in an MOU.

16. **Compact Section 15, as previously amended, is deleted in its entirety and replaced with the following:**

**SECTION 15. AMENDMENTS, DURATION AND EFFECTIVE DATE**

- (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 Nooksack Tribal Lands, but is not permitted under the provisions of this Compact, including forms of Class III Gaming which were not permitted by the State for any purpose by any person, organization, or entity at the time when this Compact was negotiated or amended but are subsequently so permitted by the State, in accordance with 25 U.S.C. § 2710(d)(3)(A).
- (d) Enactment of Compact Provisions. Pursuant to the general rule-making authority of the agencies, the Tribal Gaming Agency or the State Gaming Agency may each enact all or part of the provisions of this Compact as part of their regulations or rules governing Gaming.



- (e) Revision of State Regulations. Whenever the State adopts or revises any rule or regulation which corresponds to any provision of the Tribe's standards of operations and management as set forth in Section 11(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 in 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

- (i) 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.
- (ii) 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.

(iii) Amending Nature, Size and Scope. The terms and conditions of this Compact related to the nature, size and/or scope of Class III Gaming shall be amended upon written notice and request by the Tribe to the State, if and when:

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

(bb) 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 un-appealable 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

(cc) If the State enters into or amends a compact with another tribe that is approved by the Secretary of the Interior and that agreement gives any such tribe additional or different terms than those authorized by the provisions of this Compact, and

(1) If the State and Tribe agree to incorporate into this Compact all of the provisions of the other tribe's amendment, such agreement will be documented in a memorandum of incorporation; or

(2) If the Tribe intends to modify any of the provisions of the other tribe's amendment, the Tribe will submit a request to renegotiate the terms of this Compact.

(dd) 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.

(h) 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 prior to completion of the subsequent negotiations as provided in this Compact, if such activity is conducted in accordance with all of the limitations, regulations and requirements of the State.

(i) 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.

17. The Compact **Appendix A Standards of Operation and Management** Section 1 definitions for "Cash Equivalent" and "Pit" are stricken.
18. The Compact **Appendix C Nooksack Tribal Ordinance – Title 59** is deleted in its entirety.
19. The Compact is hereby amended to add **Appendix G Electronic Table Games**, in the form attached hereto, in its entirety.
20. The Compact is hereby amended to add **Appendix S Sports Wagering**, in the form attached hereto, in its entirety.

IN WITNESS WHEREOF, the Nooksack Indian Tribe and the State of Washington have executed this Eighth Amendment to the Compact.

THE NOOKSACK INDIAN TRIBE

STATE OF WASHINGTON

BY:   
HON. ROSEMARY LACLAIR  
Chair

BY:   
HON. ROBERT FERGUSON  
Governor

Dated: 04-04-2025

Dated: 7/7/25

**NOOKSACK INDIAN TRIBE  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT  
  
APPENDIX G  
ELECTRONIC TABLE GAMES**

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## **SECTION 1. CONDITIONS AND LIMITATIONS**

This Appendix G (“Appendix”) contains the interrelated concessions, limitations, and agreement of the Tribe and State with respect to the subject matter addressed herein. Provisions of the Compact and Appendices, as amended (together, the “Compact”), that are not addressed in this Appendix remain in full force and effect, unless and until they are subsequently amended pursuant to the processes set forth in the Compact. This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to adopt this Appendix.

Provisions of the Compact and Appendices that do not conflict with these standards shall apply to Electronic Table Games. To the extent they do not conflict, existing Internal Controls, game rules, and similar documents in effect as of the date of the publication of the Eighth Amendment remain in full force and effect unless and until they are subsequently amended pursuant to the process set forth in the Compact.

## **SECTION 2. EFFECTIVE DATE**

The Tribe and State agree that the Compact and its appendices become effective upon publication of notice of approval by the Secretary of Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).

## **SECTION 3. DEFINITIONS**

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

“Component” means Electronic Table Game Terminals, any dealer interface, the Electronic Wagering System, and hardware, software, and servers that function collectively to simulate table game operations and are necessary to operate the Electronic Table Game System.

“Communal Shoe” means a randomly shuffled and dealt deck or decks of cards, whether physical or electronic, that removes each card played until the round of play is completed according to the approved game rules.

“Electronic Table Game” or “ETG” means an electronic version of a Class III table game.

“Electronic Table Game System” or “ETG System” means a system that utilizes electronics in connection with the generation, collection, storage, and communication of game outcome, accounting, and significant event data, including all Components thereof, to operate Electronic Table Games.

“Electronic Table Game Terminal” or “ETG Terminal” means a computer housed in a cabinet with input device(s) and video screen(s) where a player may play Electronic Table Games.

“Electronic Wagering System” means a Component of the ETG System that includes a computer or server and any related hardware, software or other device that facilitates patron play at an Electronic Table Game.

#### **SECTION 4. AUTHORIZATION**

4.1 The ETG System must be honest, fair, secure, reliable, auditable, and compliant with the Compact and the standards contained in this Appendix and any related MOU.

4.2 System Conditions. An ETG System is authorized when the ETG System does not allow a patron to play a device prohibited by RCW 9.46.0233(1)(b) and RCW 67.70.040(1)(a) (“Play Against the Machine”). An ETG System does not allow Play Against the Machine when:

4.2.1. there is a human dealer involved in the play of the ETG (“Dealer Controlled”); or

4.2.2. the play of the ETG does not involve a human dealer, and the ETG System is configured for play between two or more patrons against the same roll of dice or spin of the wheel, or a Communal Shoe of electronic cards (“Non-Dealer Controlled”); however, only one patron is needed to initiate game play; or

4.2.3. it is a hybrid of Dealer Controlled and Non-Dealer Controlled, provided that any ETG played as Dealer Controlled follows applicable Dealer-Controlled standards set forth in this Appendix and any ETG offered as Non-Dealer Controlled follows applicable Non-Dealer Controlled standards set forth in this Appendix.

4.3 Specific Games

4.3.1. The Tribe may offer for play an ETG version of any Class III table game approved in Section 3 of the Compact. Pay table or odds offered on an ETG shall be consistent with game rules as approved in Section 11(b)(iv) of the Compact. ETG game rules must be displayed on each ETG Terminal.

4.3.2. An ETG Terminal may allow for play any other Class III activity as authorized under the Compact and Appendices, other than the Tribal Lottery System or any Gaming activity with a limited allocation.

4.3.3. Concurrent play. Patrons may play more than one ETG concurrently using a single ETG Terminal under the following requirements:

- a. An ETG Terminal must display clear information about each ETG available for play and such information must be available to a patron without the patron first placing a wager.

- b. An ETG Terminal must display each ETG selected for play by the patron.
- c. An ETG Terminal must display the decisions and outcomes of play for each ETG selected by the patron.
- d. An ETG may not be added to or removed from an ETG Terminal in use by a patron.

4.4 Wager Limits. Wager limits for ETGs shall not exceed \$500.

4.5 Electronic Wagering System. An ETG shall be activated with an Electronic Wagering System that meets the standards described in Section 5.1.2. An ETG Terminal shall not issue coin or U.S. currency at the conclusion of a patron's play.

## **SECTION 5. NUMBER OF GAMING STATIONS**

Every nine (9) ETG Terminals shall constitute one Gaming Station. If the number of ETG Terminals put into play is not perfectly divisible by nine (9), then any remainder less than nine (9) will constitute a Gaming Station. For example, if ten (10) ETG Terminals are in operation, it will constitute two (2) Gaming Stations.

## **SECTION 6. OPERATION AND REPORTING REQUIREMENTS**

### **6.1 Standards for Operation.**

- 6.1.1. Any ETG must comply with the standards established by this Appendix and any applicable provision of the Compact, and must meet or exceed all applicable standards of Gaming Laboratories International's Standards GLI-24 (Electronic Table Game Systems) ("GLI-24") and GLI-25 (Dealer Controlled Electronic Table Games), as amended or modified. Any standards that contemplate features or functionalities of an ETG System that conflict with Section 3 of this Appendix are not applicable, and such features or functionalities are prohibited.
- 6.1.2. Any Electronic Wagering System must meet or exceed Gaming Laboratories International's Standard GLI-16 (Cashless Systems in Casinos), the standards established by this Appendix, any applicable provision of the Compact, including Cashless Transaction System as defined in Appendix X2, and any related MOU. Provided, any "Cashless Systems in Casinos" that would add money to or take money from a patron's account without a cashier or kiosk would require negotiations in Compact Section 15(g).
- 6.1.3. The Tribal Gaming Agency and the State Gaming Agency may mutually agree in writing to alternative standards for any ETG System authorized in Section 3 in lieu of the GLI standards described in Sections 5.1.1 and 5.1.2 above that maintain the integrity and security of the ETG System.

6.2 Internal Controls. Prior to offering ETGs for play, the Tribe must implement Internal Controls as minimum operating standards to govern the operation and management of the ETG System.

6.2.1. Initial Internal Controls. The Tribal Gaming Agency shall forward to the State Gaming Agency its initial Internal Controls for ETG Systems for review and concurrence. The Tribal Gaming Agency shall detail how the Internal Controls meet or exceed the requirements described in this Appendix or any related MOU. The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after twenty (20) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. The State Gaming Agency shall only disapprove such portions of a proposal it finds would have a material adverse impact on public interest or on the integrity of ETG System(s) and shall detail the reasons for disapproval. If a dispute regarding this process cannot be resolved by the Tribal Gaming Agency and State Gaming Agency within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

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

- a. Description of Gaming Employees who perform essential functions, supervisory authority, handling payouts on winning vouchers.
- b. User access controls for ETG personnel;
- c. Segregation of duties;
- d. Procedures for receiving, investigation and responding to patron complaints;
- e. Accounting and audit procedures;
- f. Procedures to ensure the physical security of the ETG Systems, including key controls and Closed Surveillance System coverage;
- g. Procedures to ensure the integrity and security of all sensitive data and software;
- h. Procedures to ensure that access to sensitive data and software is limited to appropriate personnel;
- i. Procedures to ensure accurate accounting of wagers and payouts;
- j. Procedures to ensure the logging of the events and the availability of records to permit an effective audit of the conduct of the ETG System and the reporting of revenue;



- k. All existing Internal Controls are updated, as necessary, to ensure there are no conflicts with any Internal Controls governing ETG Systems; and
  - l. Any other internal controls deemed necessary by the State Gaming Agency and Tribal Gaming Agency.
- 6.3 Required Reports. Reports necessary to record information as deemed necessary by the Tribal Gaming Agency or as required by Internal Controls must be generated. These reports may include, but are not limited to, all applicable reports as outlined in Section 2.21 of GLI-24.
- 6.4 Training. A manufacturer's prototype (e.g., test cart) of the version of the ETG System that will be installed at the Gaming Facility will be delivered to the State Gaming Agency for training purposes prior to field testing. The State Gaming Agency will collaborate with the Tribal Gaming Agency to provide additional training opportunities related to ETG Systems. The Tribal Gaming Agency and the State Gaming Agency may mutually agree to an alternative to a prototype.

## **SECTION 7. APPROVAL OF ELECTRONIC TABLE GAME SYSTEMS**

- 7.1 Purpose. The general purpose of testing an ETG System pursuant to this Section 7 is to determine the compliance of the ETG System with this Appendix and any applicable MOU(s).
- 7.2 Independent Test Laboratory (ITL) Testing for ETG System, Upgrades, and New Equipment; Modifications.
- 7.2.1. ITL Requirement. Each new or upgraded ETG System may be offered for play only if it has been tested and certified as meeting the applicable standards of this Appendix and any related MOU by an ITL selected by the Tribe from the State Gaming Agency's approved ITL list.
  - 7.2.2. ITL Reports and Certification. At the conclusion of testing, the ITL shall provide to the Tribal Gaming Agency and the State Gaming Agency its certification and supporting documentation. If the ITL provides sufficient documentation that the ETG System or relevant Component has been tested and certified by that ITL in any other jurisdiction and it meets the requirements of this Appendix, without any subsequent modifications, that shall be sufficient to satisfy this requirement.
  - 7.2.3. Modifications. No substantive modification to any ETG System may be made after testing, certification, and approval without certification of the modification by an ITL. The following modifications are not considered substantive and do not require ITL certification or notification to the State Gaming Agency: (a) changes to content not related to any regulated feature; (b) adding or removing users; (c) any system configuration changes that have no impact on the accuracy of report information including gaming revenue; and (d) minor modifications to hardware.

### 7.3 Field Testing for ETG Systems.

7.3.1. A new ETG System may only be offered for play subject to field testing at the Tribe's Gaming Facility as described below.

7.3.2. The terms, conditions, criteria, and objectives for each ETG System to be field tested must be jointly agreed to by the Tribal Gaming Agency and the State Gaming Agency in writing prior to field testing and must include at least:

- a. The requirements and standards that must be met to determine successful field testing.
- b. The number of ETG Terminals to be included in the field test.
- c. The demarcation of the testing area of the gaming floor and necessary signage.
- d. The appropriate length of the testing period.
- e. Identification of who will receive updates, how the updates will be sent, and when they will be sent.

#### 7.3.3. Approval.

- a. After a minimum of thirty (30) days of active operation of field testing free of substantial errors, the Tribal Gaming Agency and State Gaming Agency may end field testing and approve the ETG System if the final joint field testing report provides, at a minimum, the details of testing, any issues identified, the resolution of those issues, and overall performance and compliance of the ETG System with applicable standards.
- b. The ETG System shall be deemed approved after ninety (90) days of active operation unless disapproved in writing by the Tribal Gaming Agency or State Gaming Agency detailing the reasons for disapproval.
- c. Field testing may be suspended by the Tribal Gaming Agency, State Gaming Agency, or the manufacturer at any time for non-compliance. Once the Tribal Gaming Agency and State Gaming Agency agree the non-compliance issue is resolved, field testing may resume.

7.4 Implementation of Approved ETG by another tribe. The Tribe may conduct their own field-testing period as outlined above or, once field testing is completed for another tribe, the Tribe may rely on that testing for approval when its ETG System is the same and configured in the same way.

## **SECTION 8. PROBLEM AND RESPONSIBLE GAMBLING**

Commitment to Responsible Gambling. In addition to the requirements in the Compact Section 6(i), the provisions of which are incorporated herein, the Tribe agrees to display on each ETG Terminal a commitment to responsible gambling and a link to the Tribe's responsible gambling policy created pursuant to the Compact Section 6(i)(i). The display will be in a manner determined by the Tribe.

## **SECTION 9. ANTI-MONEY LAUNDERING**

The Tribe's Internal Controls will describe how the Tribe will comply with applicable federal requirements including requirements imposed by the Federal Trade Commission (FTC), Office of the Comptroller of the Currency (OCC), Financial Crimes Enforcement Network (FinCEN), Consumer Financial Protection Bureau (CFPB), Office of Foreign Assets Control (OFAC) and the US Department of Treasury anti-money laundering compliance standards.

**NOOKSACK INDIAN TRIBE**  
**and the**  
**STATE OF WASHINGTON CLASS III GAMING COMPACT**  
**APPENDIX S**  
**SPORTS WAGERING**

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## **SECTION 1. INTRODUCTION**

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

Sports Wagering conducted under this Appendix is authorized bookmaking and is not subject to civil or criminal penalties under RCW 9.46. Gambling information transmitted over the internet for any Sports Wagering conducted and operated under this Appendix is authorized. Mobile Sports Wagering does not constitute online gambling when operated within the limitations of this Appendix and requirements of the Federal Wire Act, 18 U.S.C. § 1084, as now or hereafter amended.

This Appendix describes, authorizes, and sets forth, consistent with House Bill 2638 (2020), provisions applicable to the operation of Sports Wagering. This Appendix sets out conditions under which the Tribe and State will share information about significant events that reflect on the conduct of Sports Wagering so that both parties are informed of such events in this highly regulated environment. Compact provisions that are not addressed in this Appendix remain in full force and effect, unless and until they are subsequently amended pursuant to the processes set forth in the Compact. This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to operate or participate in Sports Wagering.

The Tribe and State agree that, although the Compact and its Appendices become effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B), the implementation of this Appendix shall be delayed until any of the provisions herein are implemented by the Tribe ("Implementation Date"). However, if certain provisions in this Appendix have been implemented through another appendix, the delayed implementation shall not apply to those provisions. The Tribe shall provide at least thirty (30) days advance written notice to the State prior to the implementation of this Appendix.

## **SECTION 2. DEFINITIONS**

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

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

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

**“Collegiate Sport or Athletic Event”** means a sport or athletic event offered or sponsored by, or played in connection with, a public or private institution that offers education services beyond the secondary level, other than such an institution that is located within the state of Washington.

**“Electronic Sports or Esports Competition or Event”** means a live video game event or tournament attended or watched by members of the public where games or matches are contested in real time by player(s) and team(s), and player(s) or team(s) can win a prize based on their performance in the live video game event or tournament.

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

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

**“Layoff Wager”** means a wager placed or accepted between gaming operations for the purpose of offsetting the tribal Sports Wagering liability.

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

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

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

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

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

**“Professional Sport Event or Athletic Event”** means an event that is not a Collegiate Sport Event or Collegiate Athletic Event at which two or more persons participate in a sports or athletic event and receive compensation in excess of actual expenses for their



participation in the event. “Professional Sport or Athletic Event” does not include any Minor League sport.

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

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

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

“Sports Wagering Kiosk” means an unattended, self-service terminal, machine, or other device provided by the Gaming Operation through which a patron may place or redeem a Sports Wager.

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

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

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

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

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

**“Unusual Wagering Activity”** means abnormal wagering exhibited by a patron or patrons and deemed by the Gaming Operation as a potential indicator of suspicious activity. Abnormal betting activity may include, but is not limited to, the size of a patron’s wager, or increased wagering volume on a particular event or wager type.

### **SECTION 3. SPORTS WAGERING ACTIVITIES AND LOCATION**

- 3.1 **Sportsbook.** The Sportsbook must be located within a Gaming Facility. A Sportsbook authorized by this Appendix will be inspected by the Tribal Gaming Agency and the State Gaming Agency prior to commencement of operation to verify its conformity with the requirements of this Appendix. If a Sportsbook fails to meet any requirements of this Appendix, the Tribal Gaming Agency and/or State Gaming Agency will send a non-compliance letter to the Tribe and Gaming Facility manager or responsible person within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Sportsbook meets the requirements, the Gaming Agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.
- 3.2 **Server.** The server or other equipment used to accept and redeem Sports Wagers must be located within a Gaming Facility. Cloud Storage may be used for duplicate or backup Sports Wagering data, provided that such Cloud Storage facilities are located in Washington State.
- 3.3 **Mobile Sports Wagering.** The Gaming Operation must use a Geofence to ensure that all Mobile Sports Wagering must occur within the Premises. No less than thirty (30) days prior to offering Mobile Sports Wagering, the Gaming Operation must submit a proposal to the Tribal Gaming Agency and State Gaming Agency for review and concurrence, which at a minimum must include, as applicable: (a) a description of the Geofence technology that it will use to prevent patrons from placing a Sports Wager using a Mobile Device outside of the Premises; and (b) a map of the Premises. If the Tribal and State Gaming Agencies take no action within thirty (30) days of receipt, the Tribe may implement the proposal. Any substantial change in the Geofence technology will require that the Gaming Operation submit a revised proposal to the Tribal Gaming Agency and State Gaming Agency for review and concurrence in accordance with this Section. The Tribal and State Gaming Agencies may only disapprove such portions of a proposal they find do not meet the requirements of this Appendix and must detail the reasons for disapproval. If a dispute regarding a proposal cannot be resolved by the Tribal and State

Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

#### **SECTION 4. KIOSKS**

- 4.1 Location. Sports Wagering Kiosks may be located anywhere within the Premises and are subject to the surveillance requirements imposed by Section 5.7.
- 4.2 On Gaming Floor. Sports Wagering Kiosks located on the gaming floor are subject to the limits on anonymous Sports Wagers described in Section 7.1.1.
- 4.3 Off Gaming Floor. Sports Wagering Kiosks located off the gaming floor may not allow anonymous Sports Wagers or cash redemption.
- 4.4 Pre-operation Inspection. Sports Wagering Kiosks authorized by this Appendix will be inspected by the Tribal Gaming Agency and the State Gaming Agency prior to commencement of operation to verify its conformity with the requirements of this Appendix. If a Sports Wagering Kiosk fails to meet any requirements of this Appendix, the Tribal Gaming Agency and/or State Gaming Agency will send a non-compliance letter to the Tribe and Gaming Facility manager or responsible person within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Sports Wagering Kiosk meets the requirements, the Gaming Agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

#### **SECTION 5. STANDARDS OF CONDUCT AND OPERATION**

- 5.1 Approved Sports Wagers. The Gaming Operation may accept a Sports Wager on any event conducted by a league or organization, provided that the league, organization, and wager type are listed on the Authorized Sports Wagering Menu.
  - 5.1.1 Posting.
    - a. A list of Sports Wagers available at the Gaming Operation will be made available to its patrons.
    - b. The State Gaming Agency will post the Authorized Sports Wagering Menu on its website or otherwise make it available to the public.
  - 5.1.2 Initial Authorized Sports Wagering Menu. The initial Authorized Sports Wagering Menu will include every league, organization, and wager type authorized by any U.S. jurisdiction or jurisdictions as mutually agreed upon by the parties as of the effective date of this Appendix, except for Prohibited Activities as listed in Section 5.2 of this Appendix.
  - 5.1.3 Additions to Authorized Sports Wagering Menu.

- a. The Gaming Operation may apply to the Tribal Gaming Agency, in the form required by Tribal Gaming Agency, to add additional leagues, organizations, or wager types to the Authorized Sports Wagering Menu. The Tribal Gaming Agency will provide notice to the State Gaming Agency of any approval no fewer than five (5) business days before the Gaming Operation intends to offer a Sports Wager on the new league, organization, or wager type.
- b. If the State Gaming Agency believes that the new league, organization, or wager type violates RCW 9.46.037, RCW 9.46.038, or this Appendix or otherwise lacks integrity, the State Gaming Agency will immediately notify the Tribal Gaming Agency, and no Sports Wagers will be offered by the Gaming Operation on the new league, organization, or wager type. The Tribal Gaming Agency and the State Gaming Agency will meet within five (5) business days of the Tribal Gaming Agency's initial notice to the State Gaming Agency of its approval to discuss the State Gaming Agency's concerns. The timeframe for meeting may be extended by mutual agreement. If after meeting, the Tribal Gaming Agency and State Gaming Agency cannot come to agreement on the Tribal Gaming Agency's determination, the Gaming Operation may offer the Sports Wager(s) at issue and the State Gaming Agency may initiate dispute resolution pursuant to the Compact.

**5.1.4 Removals from the Authorized Sports Wagering Menu.**

- a. The Tribal Gaming Agency and State Gaming Agency will immediately notify the other Agency if they believe a league, organization, or wager type on the Authorized Sports Wagering Menu violates RCW 9.46.037, RCW 9.46.038, or this Appendix, lacks integrity, or has otherwise become compromised and believe it should be removed from the Authorized Sports Wagering Menu.
- b. If the Tribal and State Gaming Agencies agree on the removal, the State Gaming Agency will provide statewide notice to each tribal gaming agency of a tribe that operates sports wagering, and inquire whether each tribal gaming agency agrees with the removal. The State Gaming Agency may remove a league, organization, or wager type when all such tribal gaming agencies affirmatively consent to removal.
- c. If the Tribal Gaming Agency and State Gaming Agency disagrees on whether an item should be removed, the Tribal Gaming Agency and the State Gaming Agency will meet within five (5) business days of the notice to discuss each Agency's concerns. The timeframe for meeting may be extended by mutual agreement. If after meeting, the Tribal Gaming Agency and State Gaming Agency cannot come to agreement on whether to remove the league, organization, or wager type from the Authorized Sports Wagering Menu, the Gaming Operation may continue to offer the Sports Wager(s) at issue and the

State Gaming Agency may initiate dispute resolution pursuant to the Compact.

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

5.1.6 Layoff Wagers. The Gaming Operation may, in its discretion and subject to limitations imposed by state and federal laws, make or accept Layoff Wagers. The Gaming Operation must disclose its identity to the entity that is accepting the wager. Such wagers must be reported to the Tribal Gaming Agency.

## 5.2 Prohibited Activities and Participants.

### 5.2.1 Prohibited Activities.

- a. The Gaming Operation may not accept any Sports Wager on a Collegiate Sport Event or Collegiate Athletic Event offered or sponsored by a Washington collegiate institution.
- b. The Gaming Operation may not accept any Sports Wager on a Minor League sport.
- c. Sports Wagers are not transferrable between patrons.
- d. No Gaming Employee may advise or encourage patrons to place a Sports Wager of any specific type, kind, subject, or amount. This restriction does not prohibit general advertising, promotional activities, or answering general questions about Sports Wagers.
- e. The Gaming Operation will not knowingly accept a Sports Wager on an event where the outcome has already been determined (past posting).

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

- a. Any individual under 18 years of age;
- b. Any individual placing a wager as an agent or proxy;
- c. Any athlete whose performance may be used to determine, in whole or in part, the outcome of such wagering;
- d. Any person who is an athlete, player, coach, manager, referee or other game official, physician, trainer, team employee or governing body employee, in any sports event overseen by such person's Sports Governing Body;

- e. Any person with access to material, exclusive, non-public confidential information about a sports event that is the subject of such wagering;
- f. Any person identified to the Tribal Gaming Agency and State Gaming Agency by a Sports Governing Body that the Tribal Gaming Agency and State Gaming Agency agrees is a person who should be a Prohibited Sports Wagering Participant;
- g. Any person who holds a position of authority or influence sufficient to exert influence over the participants in a sports event that is the subject of a wager;
- h. Any person which the Gaming Operation knows or reasonably should know, is placing a wager by, or on behalf of a Prohibited Sports Wagering Participant; and
- i. Any person whose participation may undermine the integrity of wagering on a sports event or the conduct of such sports event itself, or any person who is prohibited for other good cause.

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

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

5.3.2 Minimum Standards. The Sports Wagering System must meet or exceed Gaming Laboratories International's GLI-33: Standards for Event Wagering Systems, and its appendices, as amended or modified ("GLI-33"), and the standards established by this Appendix and any applicable provision of the Compact and Appendices. Alternative standards may be agreed to by the Tribal and State Gaming Agencies if the standards meet the requirements established in this Appendix.

5.3.3 Independent Test Laboratory Reports and Certification. At the conclusion of testing, the Independent Test Laboratory shall provide to the Tribal Gaming Agency and the State Gaming Agency a report that contains findings, conclusions, and a certification that the Sports Wagering System conforms to the requirements contained in this Appendix. If the Independent Test Laboratory determines that the Sports Wagering System fails to conform to such requirements or technical standards, and if modifications can be made which would bring the Sports Wagering System into compliance, the report may contain recommendations for such modifications. If the Independent Test Laboratory provides sufficient documentation that the Sports Wagering System or a component thereof has been tested and certified by that Independent Test

Laboratory, without any subsequent modifications, within the past one hundred and eighty (180) days, the Independent Test Laboratory may provide to the Tribal Gaming Agency and the State Gaming Agency a report that contains findings, conclusions and the certification from the previous testing and that shall be sufficient to satisfy this requirement.

- 5.3.4 Modifications. No substantive modification to any Sports Wagering System may be made after testing, certification, and approval of a Sports Wagering System without certification of the modification by an Independent Test Laboratory. The following modifications are not considered substantive and do not require notification to the State Gaming Agency: (a) Changes to content not related to any regulated feature; (b) Installation or changes to backup software; (c) Adding or removing users; and (d) any system configuration changes that have no impact on the accuracy of report information including gaming revenue.
- 5.3.5 Emergency Certifications. Nothing in this subsection prevents the immediate resolution of a critically urgent problem as long as documentation is submitted to the Tribal and State Gaming Agencies that details the specifics of the emergency situation and the steps taken to remedy the emergency. Once the emergency situation has passed, any substantive modification must go through the process described in Section 5.3.3 above.
- 5.3.6 Approval of Certification; Revocation. The Tribal Gaming Agency shall approve or disapprove of the Sports Wagering System or a component thereof after reviewing the certification, technical standards tested, and results of testing from the Independent Test Laboratory, and will notify the State Gaming Agency of its findings and decision. The State Gaming Agency will notify the Tribal Gaming Agency if the State Gaming Agency determines a certification from the Independent Test Laboratory was issued in error. The Gaming Agencies will meet and confer to discuss the State Gaming Agency's concerns. The Tribal Gaming Agency may revoke its approval of the Sports Wagering System or a component thereof if it finds that the certification was erroneous.
- 5.3.7 Training. The State Gaming Agency will collaborate with the Tribal Gaming Agency to provide training opportunities at agreed upon location(s).
- 5.3.8 Security Assessment. Prior to offering Sports Wagering and annually thereafter, the Gaming Operation must perform a system integrity and security assessment of the Sports Wagering System, which shall be conducted by an independent technical expert selected by the Gaming Operation and licensed by the Tribal Gaming Agency and certified by the State Gaming Agency. The independent technical expert's report will be submitted to the Tribal Gaming Agency and the State Gaming Agency and will include: (a) the scope of review, (b) name and company affiliation of the individuals who conducted the assessment, (c) date of assessment, (d) findings, (e) recommended corrective action, if applicable, and (f)



the Gaming Operation's response to the findings and recommended corrective action, if applicable.

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

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

5.4 Wagering Limits. Appropriate Sports Wagering limits will be set by the Gaming Operation, consistent with limitations on anonymous Sports Wagering in accordance with Section 7.1.1 and the Reserve Requirement in Section 5.5 below.

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

5.6 Player Accounts.

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

5.6.2 In-Person Registration. To establish a Player Account, a patron must register in-person at the Gaming Facility and provide, at a minimum, the following information: (a) legal name; (b) date of birth; (c) social security number, or the last four digits thereof, or an equivalent identification number for a noncitizen patron, such as a passport or taxpayer identification number; (d) residential address; (e) email address, if any; and (f) telephone number, if any. The Gaming Operation must verify the patron's identity against a form of valid, federal, state, or tribal government-issued photo identification. The Gaming Operation may utilize a third-party know your customer services or governmental database to

authenticate a patron's identity or information. Prior to issuing a patron a Player Account, the patron must accept the Gaming Operation's terms and conditions for Sports Wagering, which must, at a minimum, notify the patron that the Player Account is non-transferrable and that the patron is prohibited from allowing any other person to access or use the Player Account.

- 5.6.3 Account Funding. A Player Account may be funded with U.S. currency through the use of: (a) Cash; (b) Cash Equivalent; (c) a patron's deposit of cash or vouchers at the Sportsbook or other cashiering location, (d) promotional credit; (e) winnings; (f) adjustments made by the Gaming Operation with documented notification to the patron; or (g) any other means approved by the Tribal Gaming Agency and State Gaming Agency.
- 5.6.4 Player Account Controls. The Gaming Operation must implement Player Account controls that meet or exceed those in Gaming Laboratories International's GLI-33 (Standards for Event Wagering Systems), as amended or modified, or equivalent standards as approved by the Tribal Gaming Agency with concurrence from the State Gaming Agency, and the standards established by this Appendix.
- 5.7 Surveillance. All physical components of the Sports Wagering System, except wiring, cables, and conduit in which they are located, shall have the ability to be effectively and clandestinely monitored and recorded by means of a Surveillance System in accordance with Compact, Appendix A, or as otherwise provided in the Tribe's Internal Controls. Mobile Devices owned by the Gaming Operation that are utilized by a patron as part of the Sports Wagering System may have lesser surveillance requirements outlined in the Tribe's Internal Controls.
- 5.8 Accounting Records. As part of the accounting records required to be kept in accordance with the Compact and Appendix A, the Gaming Operation must keep detailed, supporting, and subsidiary Sports Wagering records to support those accounting records in accordance with its Internal Controls. The Internal Controls must also establish minimum audit standards.
- 5.9 Internal Controls. Prior to beginning Sports Wagering operations, the Tribe must implement Internal Controls as minimum operating standards to govern the operation and management of Sports Wagering.
  - 5.9.1 Initial Internal Controls. The Tribal Gaming Agency shall forward to the State Gaming Agency its initial Internal Controls for review and concurrence. The proposal will contain a narrative representation of the internal control system. The Tribal Gaming Agency shall detail how the Internal Controls meet or exceed the requirements described in this Section 5.9. The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after twenty (20) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. The State Gaming Agency shall only disapprove such portions of a proposal it finds would

have a material adverse impact on public interest or on the integrity of Sports Wagering and shall detail the reasons for disapproval. If a dispute regarding this process cannot be resolved by the Gaming Agencies within thirty (30) days, the Parties may seek dispute resolution pursuant to the Compact.

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

- a. Description of Gaming Employees who perform essential functions, including management of Sports Wagering, supervisory authority over daily operation of Sports Wagering, overseeing technology issues related to the Sports Wagering System, acceptance of Sports Wagers in the Sportsbook, handling payouts on winning tickets/vouchers, and coordination of compliance efforts related to Sports Wagering;
- b. In the event of a failure or malfunction of the Sports Wagering System's ability to pay winning Sports Wagers, the Gaming Operation shall have internal controls detailing the method of paying winning Sports Wagers. The Gaming Operation shall also file an incident report for each system failure and document the date, time, and reason for the failure along with the date and time the system is restored with the Tribal Gaming Agency;
- c. User access controls for Sports Wagering personnel;
- d. Segregation of duties;
- e. Automated and manual risk management procedures;
- f. Procedures for identifying and reporting fraud and suspicious conduct, including identifying Unusual Wagering Activity and Suspicious Wagering Activity and reporting such activity to an Integrity Monitoring Provider;
- g. Procedures for identifying and preventing Sports Wagering by Prohibited Sports Wagering Participants;
- h. Description of anti-money laundering compliance standards, which must include limitations placed on anonymous wagering and prohibit anonymous single Sports Wagers of \$2,000 or more, and include the retention of the wager record information with patron identification;
- i. Process for submitting or receiving approval of all types of wagers available to be offered by the Sports Wagering System;
- j. Description of process for accepting Sports Wagers and issuing pay outs, plus any additional controls for accepting Sports Wagers and issuing pay outs in excess of \$10,000;

- k. Description of a process for accepting multiple Sports Wagers from one patron in a 24-hour cycle, including a process to identify patron structuring of Sports Wagers to circumvent recording and reporting requirements;
- l. Opening and closing Sportsbook windows;
- m. Procedures for reconciliation of assets and documents contained in a Sports Wagering area cashier's drawer, Sports Wagering Kiosk, and Mobile Sports Wagering, which must include the drop and count procedures for Sports Wagering Kiosks;
- n. Procedures for cashing winning tickets at the cage after the Sportsbook has closed, if applicable;
- o. Procedures for accepting value game chips for Sports Wagering, if applicable;
- p. Procedures for issuance and acceptance of promotion funds and free wagers for Sports Wagering, if applicable;
- q. Description of all integrated third-party systems;
- r. If Cloud Storage is utilized, a description of how the Cloud Storage complies with applicable federal laws and a description of how the Cloud Storage meets or exceeds the security standards from Center for Internet Security (CIS), as amended or modified, or equivalent standards as approved by the Tribal Gaming Agency with concurrence from State Gaming Agency;
- s. Procedures for closing out dormant Player Accounts;
- t. Procedures for making adjustments to a Player Account, including the process for a patron to close out a Player Account, and a process whereby a patron will be refunded after the closure of a Player Account;
- u. If the Sports Wagering System includes Mobile Sports Wagering, a method for verifying patrons' wagers placed within the Premises;
- v. Procedures to maintain the security of identity and financial information of patrons;
- w. Procedures for securely issuing, modifying, and resetting a Player Account password, personal identification number, biometric login, or other approved security feature, when applicable;
- x. Procedures for patron notification including any password or security modification via electronic or regular mail, text message, or other manner approved by the Tribal Gaming Agency, provided that such methods will include, at a minimum: (A) if in person, verify the patron's identity against a form of valid, federal, state, or tribal government-issued, photo identification,

(B) the correct response to two or more challenge questions, (C) strong authentication, or (D) two-factor authentication;

- y. Controls to prevent ACH fraud regarding failed ACH deposits into a Player Account and policies regarding Player Account closure, dormant Player Account, unclaimed funds in a dormant Player Account, and suspension and subsequent restoration of a Player Account;
- z. Change control procedure;
- aa. Procedures for receiving, investigating and responding to patron complaints;
- bb. Procedures to ensure security of the servers;
- cc. Procedures for line setting and line moving;
- dd. Procedures regarding redemption of winning tickets, including but not limited to a method for redeeming lost tickets, if allowed, and a method for redeeming tickets by U.S. Mail, if allowed;
- ee. Description of the circumstances, limitations, and method by which the Gaming Operation will cancel wagers, which must at a minimum require cancellation in the event of an obvious error and require that only a supervisory employee of the Gaming Operation can void or cancel a wager;
- ff. Procedures for voiding wagers;
- gg. Accounting and audit procedures; and
- hh. Any other internal controls deemed necessary by the State Gaming Agency and Tribal Gaming Agency by memorandum of agreement.

5.9.3 Revisions. Any new or revised Internal Controls adopted by the Tribe shall ensure that the interests of the Tribe and the State relating to Sports Wagering are preserved and protected; maintain the integrity of Sports Wagering; and reduce the dangers of unfair or illegal practices in the conduct of Sports Wagering. The Tribal Gaming Agency shall forward to the State Gaming Agency any proposed changes to the Internal Controls for review and concurrence. The Tribal Gaming Agency shall detail how such changes in the provisions adequately preserve and protect the integrity and security of the standard it is replacing. The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after twenty (20) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency. The State Gaming Agency shall only disapprove such portions of a proposal it finds would have a material adverse impact on public interest or on the integrity of the Gaming Operation and shall detail the reasons for disapproval.

5.10 House Rules. The Gaming Operation will adopt comprehensive house rules, which must be approved by the Tribal Gaming Agency, and made available to patrons at the Gaming

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

## **SECTION 6. SPORTS WAGERING LICENSING AND CERTIFICATION**

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

- 6.1 **Applicability of Compact Provisions.** Sports Wagering Vendors will be licensed and certified in accordance with this Appendix; however, to extent they are not addressed herein, the following sections of the Compact will also apply to this Appendix: Licensing Requirements, and Licensing Procedures, including but not limited to licensure of Gaming Employees and exemptions from licensure. All manufacturers, suppliers of Gaming Services, and Financiers not expressly identified in this Appendix will be licensed and certified in accordance with the Compact, unless exempted therein. Consistent with the Compact, in the event a Sports Wagering Vendor provides or intends to provide less than \$25,000 in Sports Wagering goods or services annually, the licensing requirements may be waived upon the mutual agreement of the Tribal and State Gaming Agencies. This waiver does not apply to Sports Wagering Vendors whose compensation is contractually determined by the Tribe's Sports Wagering revenue.
- 6.2 **Sports Wagering Vendors.** Each Sports Wagering Vendor must be licensed by the Tribal Gaming Agency and certified by the State Gaming Agency prior to the sale or delivery of any component of the Sports Wagering System or Sports Wagering services to the Tribe. If a Sports Wagering Vendor is certified by the State Gaming Agency to supply any component of the Sports Wagering System or Sports Wagering services to any other tribe in Washington State, it shall be deemed certified to supply similar goods or services to the Tribe for the purposes of this Appendix, provided that such goods and services are within the same Sports Wagering Vendor category, each of which are described in Sections 6.2.1 - 6.2.3 below.
  - 6.2.1 **Major Sports Wagering Vendor.** Any person or entity that provides goods or services integral to Sports Wagering must be licensed as a Major Sports Wagering Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. The following vendors are integral to Sports Wagering:
    - a. Manager of the Tribe's Sports Wagering activities pursuant to an agreement approved by the National Indian Gaming Commission;

- b. When the Tribe manages its own Sports Wagering activities, the Tribe's primary consultant who provides substantial Sports Wagering related services;
- c. Any manufacturer or distributor of the Sports Wagering System or a component thereof;
- d. Provider of book-making services; or
- e. Provider of Sports Wagering risk management services.

**6.2.2 Mid-Level Sports Wagering Vendor.** Any entity that provides security or integrity services directly related to Sports Wagering must be licensed as a Mid-Level Sports Wagering Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. For the purpose of this Section 6.2.2, security or integrity services include the following:

- a. Integrity monitoring services;
- b. Services related to compilation, furnishing, or storage of official data for use in Sports Wagering;
- c. System security testing or certification services directly related to initial or annual testing or assessment of the Sports Wagering System security;
- d. Services directly related to the creation and maintenance of a Geofence to ensure that wagers are placed within the Premises;
- e. Player account management services, including Software-as-a-Service (SaaS); and
- f. Any other provider of security or integrity services that the Tribal and State Gaming Agencies agrees must be licensed and certified as a Mid-Level Sports Wagering Vendor because the provider's services are directly related to Sports Wagering.

**6.2.3 Ancillary Sports Wagering Vendors.** Any entity that provides necessary support services to Sports Wagering must be licensed as an Ancillary Sports Wagering Vendor by the Tribal Gaming Agency and certified by the State Gaming Agency. For the purpose of this Section 6.2.3, support services include at least the following:

- a. Services related to the offering of mobile payment processing for use in Mobile Sports Wagering;
- b. Know your customer services for use in Mobile Sports Wagering; and
- c. Marketing services in which compensation for such services is, by contract, determined by the Tribe's Sports Wagering revenue.



- 6.3 Tribal Licensing of Sports Wagering Vendors. All applicants required to be licensed by the Tribe shall complete forms furnished by the Tribal Gaming Agency. The Tribal Gaming Agency shall establish the Tribal licensing fees for Sports Wagering Vendors.
- 6.4 State Certification of Sports Wagering Vendors. Each Sports Wagering Vendor and its representatives shall apply for certification by the State Gaming Agency and shall submit the completed applications along with the required information and fees to the State Gaming Agency. The State Gaming Agency shall expedite Sports Wagering Vendor certification requests. For applicants who are business entities, the State's application and investigation will extend to each Principal of the entity but will not apply to spouses of any Principals. The State Gaming Agency will conduct interviews virtually and review documents electronically when possible. The State Gaming Agency will perform a site visit if an applicant requests a site visit or if the State Gaming Agency determines that the information sought is critical to its investigation and such information cannot be obtained by other reasonable measures.
- 6.5 Fees for State Certification. The fees for initial and renewal State certification shall be determined pursuant to Washington Administrative Code (WAC) Title 230 for Sports Wagering Vendors and their representatives.

## **SECTION 7. CRIMINAL ENFORCEMENT**

### **7.1 Anti-Money Laundering.**

#### **7.1.1 Limits on Anonymous Wagering.**

- a. No patron shall engage in Mobile Sports Wagering, as provided in Section 5.6.1 of this Appendix, without a Player Account.
- b. No patron may anonymously place a single Sports Wager of \$2,000 or more, and the Tribe's Internal Controls will detail acceptable forms and methods of identifying a patron who places a wager of \$2,000 or more.

#### **7.1.2 Federal Requirements.** The Tribe is responsible for the regulatory oversight of Sports Wagering player accounts and patron funds held on deposit. As provided in Section 5.9.2(h) of this Appendix, the Tribe's Internal Controls will describe its anti-money laundering compliance standards.

### **7.2 Sports Integrity.**

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

#### **7.2.2 Integrity Monitoring Provider.**

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

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

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

- b. As a condition of licensure by the Tribal Gaming Agency, the Integrity Monitoring Provider will be required to:
  - i. Share information about any Unusual Wagering Activity with other Integrity Monitoring Providers and required to disseminate all reports of Unusual Wagering Activity to all tribes offering Sports Wagering in Washington; and
  - ii. Immediately notify all other Integrity Monitoring Providers, the Tribal Gaming Agency, and the State Gaming Agency if the Integrity Monitoring Provider finds any Suspicious Wagering Activity, including a previously reported Unusual Wagering Activity that rises to the level of Suspicious Wagering Activity.

7.2.3 Annual Report. The Tribe shall submit a yearly report to the State Gaming Agency, which details services provided by the Integrity Monitoring Provider and summarizes any Unusual Wagering Activity or Suspicious Wagering Activity notifications issued during that time period.

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

## **SECTION 8. PROBLEM AND RESPONSIBLE GAMBLING**

Commitment to Responsible Gambling. In addition to the requirements in the Compact Section 6(i), the provisions of which are incorporated herein, the Tribe agrees to the following:

- 8.1 Display Commitment to Responsible Gambling. Each Mobile Sports Wagering application and each Sports Wagering Kiosk shall display a commitment to responsible gambling and a link to the Tribe's responsible gambling policy created pursuant to Section 6(i)(i) of the Compact. The display will be in a manner determined by the Tribe.
- 8.2 Offer Self-Imposed Limits. Either through the Mobile Sports Wagering application or through the Player Accounts, the Tribe shall include the option to self-impose limitations on wagering parameters including, at a minimum, (a) limits on the dollar amount of deposits a player can make into his or her Player Account within a specified time period, and (b) limits on the total amount of time available for play or wagering during a specified time period.