

**FIFTH AMENDMENT TO THE TRIBAL-STATE COMPACT  
FOR CLASS III GAMING BETWEEN  
THE STILLAGUAMISH TRIBE OF INDIANS AND THE STATE OF WASHINGTON**

**INTRODUCTION**

The STILLAGUAMISH TRIBE OF INDIANS (hereafter, "Tribe") and the STATE OF WASHINGTON (hereafter, "State") restated their Class III gaming compact (hereafter "Compact") on December 11, 2000, pursuant to the Indian Gaming Regulatory Act (hereafter, "IGRA").

At the request of the Tribe, the Tribe and State entered into negotiations for further amendments to the Compact. The parties have reached an 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 benefit the Tribe and the State and protect members of the Tribe and citizens of the State consistent with the objectives of IGRA.

**COMPACT AMENDMENT**

- 1. Compact Section II, o. and x., are amended to read as follows:**
  - o. "Gaming Station" means one conventional, physical Gaming table of the general size and scope as commonly used in Nevada or Electronic Table Games, subject to Appendix G.
  - x. "Pit" means the area enclosed or encircled by an arrangement of Gaming Stations, other than Electronic Table Games, 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.
- 2. Compact Section IV, B, is amended to add:**  
(4) Electronic Table Games, subject to Appendix G.
- 3. The Compact is hereby amended to add:**  
Appendix G—Electronic Table Games, in the form attached hereto, in its entirety.

IN WITNESS WHEREOF, the Stillaguamish Tribe of Indians and the State of Washington have executed this Fifth Amendment to the Compact.

STILLAGUAMISH TRIBE

STATE OF WASHINGTON

BY: \_\_\_\_\_  
ERIC WHITE  
Chairman

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

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**STILLAGUAMISH TRIBE OF INDIANS  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX G  
ELECTRONIC TABLE GAMES**

**Table of Contents**

**SECTION 1. INTRODUCTION.....1**

**SECTION 2. EFFECTIVE DATE.....1**

**SECTION 3. TRIBE’S SUSPENSION OF ELECTRONIC TABLE GAMES.....1**

**SECTION 4. DEFINITIONS .....2**

**SECTION 5. AUTHORIZATION.....3**

**SECTION 6. NUMBER OF GAMING STATIONS.....4**

**SECTION 7. OPERATION AND REPORTING REQUIREMENTS.....4**

**SECTION 8. APPROVAL OF ELECTRONIC TABLE GAME SYSTEMS.....6**

**SECTION 9. COMMUNITY CONTRIBUTIONS .....7**

## **SECTION 1. INTRODUCTION**

This Appendix G (“Appendix”) describes, authorizes, and sets forth provisions applicable to the operation of Electronic Table Games. It is the intent of the Parties for the Tribe to operate Electronic Table Games to enhance the Tribe’s existing Gaming Operation while maintaining the integrity and security of the Electronic Table Games. This Appendix contains the interrelated concessions, limitations, and agreement of the Tribe and State with respect to the subject matter addressed herein that must be accepted as a whole in order to adopt this Appendix.

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 process set forth in the Compact. Provisions of the Compact that do not conflict with this Appendix 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 Fifth 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, 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 of Sections 5 through 8 herein are implemented by the Tribe (“Implementation Date”). However, if certain provisions of Section 10 in this Appendix have been implemented through another appendix, the delayed implementation shall not apply to those provisions.

## **SECTION 3. TRIBE’S SUSPENSION OF ELECTRONIC TABLE GAMES**

- 3.1 Purpose. Pursuant to IGRA and the Compact, the Tribe has a duty to exercise its rights to Gaming activities to promote Tribal economic development and to fund Tribal services (the “Tribal Purposes”). With those Tribal Purposes in mind, the Tribe has never implemented electronic table games and thereby does not know how beneficial such Gaming activity will be to the Tribal Purposes. Accordingly, the Tribe may suspend Electronic Table Games in accordance with this Section 3 if the Tribe determines, in its sole and absolute discretion, that continuing Electronic Table Games is contrary to achieving the Tribal Purposes.
- 3.2 Tribe’s Notice to Suspend to the State. If the Tribe elects to suspend implementation of Electronic Table Games because it determines continuing Electronic Tables Games is contrary to the Tribal Purposes, then the Tribal Gaming Agency shall provide advanced written notice to the State Gaming Agency of the Tribe’s Electronic Table Games Suspension (“ETG Suspension”).

### 3.3 Effect of Suspension.

3.3.1 **Effective Date.** The ETG Suspension will be in effect 30 calendar days after the date the Tribal Gaming Agency sends the ETG Suspension to the State Gaming Agency (the “Effective Date”).

3.3.2 **One-time Suspension of Increase in Monetary Contribution to Problem Gambling.** If the Tribal Gaming Agency sends to the State Gaming Agency the ETG Suspension within one (1) year of the Implementation Date (“First ETG Suspension”), the Tribe may suspend the increase in the accrual and monetary contribution pursuant to Section 10.1 below from 0.20% to 0.26% one-time only (One-time Suspension), except that if an increase in the accrual and monetary contribution to programs related to problem gambling has been or will be implemented through another Compact provision or appendix, this provision will not apply. The One-time Suspension will be effective commencing on the Effective Date of the First ETG Suspension and continue until the Tribe resumes operation of Electronic Table Games pursuant to Section 3.4 below or another Compact provision or appendix implements an increase to the accrual and monetary contribution.

3.3.3 **Suspension does not Constitute Termination.** Any notice of an ETG Suspension does not constitute a termination of this Appendix.

3.4 **Tribe’s Notice to Resume to the State.** If the Tribe decides to resume operation of Electronic Tables Games after an ETG Suspension, then the Tribal Gaming Agency shall provide advanced written notice to the State Gaming Agency, including the effective date of the resumption and confirmation the Electronic Table Games meet the requirements of this Appendix. If applicable after the First ETG Suspension, the increase in accrual and monetary contribution required under Section 10 will resume on the same effective date of resumed ETG operations.

## SECTION 4. DEFINITIONS

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

“Component” means Electronic Table Game Terminals, any dealer interface, the Electronic Wagering System, 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 5. AUTHORIZATION**

- 5.1 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.
- 5.2 ETG 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:
  - 5.2.1 there is a human dealer involved in the play of the ETG (“Dealer Controlled”); or
  - 5.2.2 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
  - 5.2.3 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.
- 5.3 Specific Games
  - 5.3.1 The Tribe may offer for play an ETG version of any Class III table game approved in Compact Section IV.B. Pay table or odds offered on an ETG must be consistent with game rules as approved in Compact Section XI.C. ETG game rules must be displayed on each ETG Terminal.
  - 5.3.2 An ETG Terminal may allow for play any other Class III activity as authorized under the Compact, other than the Tribal Lottery System or any Gaming activity with a limited allocation.

- 5.3.3 Concurrent play. Patrons may play more than one ETG concurrently using a single ETG Terminal under the following requirements:
  - 5.3.4 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.
  - 5.3.5 An ETG Terminal must display each ETG selected for play by the patron.
  - 5.3.6 An ETG Terminal must display the decisions and outcomes of play for each ETG selected by the patron.
  - 5.3.7 An ETG may not be added to or removed from an ETG Terminal in use by a patron.
- 5.4 Wager Limits. Wager limits for ETGs shall not exceed \$500.
- 5.5 Electronic Wagering System. An ETG shall be activated with an Electronic Wagering System that meets the standards described in Section 7.1.2 of this Appendix. An ETG Terminal shall not issue coin or U.S. currency at the conclusion of a patron's play.

## **SECTION 6. 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 7. OPERATION AND REPORTING REQUIREMENTS**

- 7.1 Standards for Operation.
- 7.1.1 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 5 of this Appendix are not applicable, and such features or functionalities are prohibited.
  - 7.1.2 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 XVII.G.

- 7.1.3 The Tribal Gaming Agency and the State Gaming Agency may mutually agree in writing to alternative standards for any ETG System authorized in Section 5 of this Appendix in lieu of the GLI standards described in Sections 7.1.1 and 7.1.2 above that maintain the integrity and security of the ETG System.
- 7.2 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.
- 7.2.1 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 per Compact Section XI.A.
- 7.2.2 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, investigating, 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 both the State Gaming Agency and Tribal Gaming Agency.
- 7.3 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.

- 7.4 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.
- 7.5 Technical Revisions. The Parties may mutually agree in writing to revise the provisions of this Section 7, including revisions to allow alternative technology that meets the requirements of Section 7.1, provided any revisions adequately preserve and protect the integrity and security of the ETGs and the interests of the Tribe and the State to reduce the dangers of unfair or illegal practices.

## **SECTION 8. APPROVAL OF ELECTRONIC TABLE GAME SYSTEMS**

- 8.1 Purpose. The general purpose of testing an ETG System pursuant to this Section 8 is to determine the compliance of the ETG System with this Appendix and any applicable MOU(s).
- 8.2 Independent Test Laboratory (ITL) Testing for ETG System, Upgrades, and New Equipment; Modifications.
- 8.2.1 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 SGA's approved ITL list.
- 8.2.2 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.
- 8.2.3 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.
- 8.3 Field Testing for ETG Systems.
- 8.3.1 A new ETG System may only be offered for play subject to field testing at the Tribe's Gaming Facility as described below.

- 8.3.2 The terms, conditions, criteria, and objectives for each ETG System to be field tested must be jointly agreed to by TGA and SGA 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.

8.3.3 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.

8.4 Implementation of Approved ETG by another tribe. The Tribe may conduct its 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 9. COMMUNITY CONTRIBUTIONS**

“Net Win from Gaming Stations” as used in Section III.F of the Compact shall include Net Win from ETGs.

## **SECTION 10. PROBLEM AND RESPONSIBLE GAMING**

10.1 Monetary Contribution. Section 14.4 of Appendix X2, as previously amended, is replaced in its entirety to read as follows:

Problem Gambling. The Tribe shall contribute an amount as described below to programs for problem gambling education, awareness, prevention, and treatment for tribal and non-tribal citizens in the State of Washington. Contributions shall be made to charitable and/or non-profit organizations, or to governmental organizations which may include the Health Care Authority's Division of Behavioral Health and Recovery or a successor agency with expertise in providing awareness, prevention, education, outreach, treatment, and recovery support services for problem gambling. Beginning on the Implementation Date and until June 30, 2024, the Tribe shall accrue 0.20 percent (0.2%) of the net win derived from all Class III gaming activities, determined on an annual basis. Beginning on July 1, 2024, and subsequent fiscal years, the Tribe shall accrue 0.26 percent (0.26%). The percent of net win accrued shall be paid annually within one year of the close of the Tribe's fiscal year.

10.2 Commitment to Responsible Gaming. 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. In addition to the requirements of Appendix S, Section 8, the Tribe agrees to display a commitment to responsible gambling and a link to the Gaming Operation's responsible gambling policy on each ETG Terminal.