Washington State Gambling Commission

Protect the Public by Ensuring that Gambling is Legal and Honest.

December 9, 2025

The Honorable Representative Sharlett Mena, Chair
House State Government & Tribal Relations Committee
PO Box 40600
Olympia, WA 98504

Dear Chair Mena:

I am sending this correspondence to advise you that we have reached a tentative agreement with the Upper Skagit Indian Tribe to amend their Class III Gaming Compact. Per RCW 9.46.360, when a tentative agreement with a Tribe is reached, the Gambling Commission shall transmit a copy of the proposed compact to all voting members of the Commission and to the designated committees.

RCW 9.46.360 also requires the designated committee of the Senate and the House of Representatives, within 30 days of receipt, to hold a hearing and forward any comments to the Gambling Commission. The Gambling Commission, including ex officio members, then vote, after giving the public an opportunity to comment, to determine whether to forward the proposed compact to Governor Ferguson for review and execution or return it to me with instructions for further negotiation.

The Gambling Commission plans to hold its public hearing concerning the proposed Class III Gaming Compact Amendment on January 8, 2026, in-person or virtually via Microsoft Teams. The exact time will be available on our website (www.wsgc.wa.gov).

I have enclosed a copy of the proposed Class III Gaming Compact amendment. For additional information, please call me at (360) 486-3546, or the Commission's Assistant Attorney General, Sharon James at (360) 586-2747.

Sincerely,

Tina Griffin
Director

Enclosure:
Proposed Compact Amendment

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Duplicate Original:

The Honorable Bob Ferguson, Governor of Washington
The Honorable Jennifer Washington, Chair, Upper Skagit Indian Tribe
The Honorable Claudia Kauffman, Chair, Senate Business, Financial Services & Trade Committee
Alicia Levy, Chair, Washington State Gambling Commission

cc:

Representative Chris Stearns, Vice Chair
Representative Kevin Waters, Ranking Member
Representative Jim Walsh, Assistant Ranking Member
Connor Schiff, Counsel, Office of Program Research
Desiree Omli, Counsel, Office of Program Research
Sharon James, Assistant Attorney General, Office of the Attorney General
Julie Lies, Tribal Liaison, Washington State Gambling Commission

SIXTH AMENDMENT TO THE TRIBAL-STATE COMPACT FOR CLASS III GAMING BETWEEN THE UPPER SKAGIT INDIAN TRIBE AND THE STATE OF WASHINGTON

INTRODUCTION

The UPPER SKAGIT INDIAN TRIBE (hereafter, "Tribe") and the STATE OF WASHINGTON (hereafter, "State") executed a Class III Gaming Compact (hereafter "Compact") P.L. 100-407, codified at 25 U.S.C. Section 2701 et. seq. and 18 U.S.C. Sections 1166-1668; and

At the request of the Tribe, the Tribe and State entered into negotiations for further amendments to the Compact for electronic table games which, despite being authorized to negotiate for tribal operation pursuant to IGRA, are currently prohibited on the Tribe's Gaming Operation pursuant to Compact Section III, N. Prohibited activities. 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, K**. is amended to read as follows:**

   K. "Gaming Station" means one conventional, physical Gaming table of the general size and scope as commonly used in Nevada <u>or Electronic Table Games, subject to Appendix G</u>.

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

   AA. "Pit" means the area enclosed or encircled by an arrangement of Gaming Stations, <u>other than Electronic Table Games,</u> 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.

3. **Compact Section III, A, is amended as follows:**

   19. Sic-Bo; ~~and~~
   20. Tribal Lottery Systems. Notwithstanding anything in this Compact which could be construed to be the contrary. Tribal Lottery Systems operated in conformity with Appendix X are hereby authorized; <u>and</u>
   21. <u>Electronic Table Games, subject to Appendix G</u>.

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4. **Compact Section XIV. A, is amended as follows:**

   Tribal Codes regarding public health, safety, air quality, and environmental standards.

5. **Appendix X2 is amended to remove Section 14.5.**

6. **The Compact is hereby amended to add:**
   Appendix G-Electronic Table Games, in the form attached hereto, in its entirety.

IN WITNESS WHEREOF, the Upper Skagit Indian Tribe and the State of Washington have Executed this Sixth Amendment to the Compact.

UPPER SKAGIT INDIAN TRIBE	STATE OF WASHINGTON
BY:_____	BY:_____
JENNIFER WASHINGTON	BOB FERGUSON
Chair	Governor

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UPPER SKAGIT INDIAN TRIBE
and the
STATE OF WASHINGTON
CLASS III GAMING COMPACT

APPENDIX G
ELECTRONIC TABLE GAMES

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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 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).

SECTION 3. 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

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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 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:

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 Compact Section III.D. Pay table or odds offered on an ETG must be consistent with game rules as approved in Compact Section XI. B. 4 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, 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:

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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 6.1.2 of this Appendix. An ETG Terminal shall not issue coin or U.S. currency at the conclusion of a patron's play.

SECTION 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 4 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 XV D.

6.2 The Tribal Gaming Agency and the State Gaming Agency may mutually agree in writing to alternative standards for any ETG System authorized in Section 4 of this Appendix in lieu of the GLI standards described in Sections 6.1.1 and 6.1.2 above that maintain the integrity and security of the ETG System.

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6.3 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.

6.3.1 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.

6.3.2 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;

1. 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.

6.4 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.

6.5 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.

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6.6 Technical Revisions. The Parties may mutually agree in writing to revise the provisions of this Section 6, including revisions to allow alternative technology that meets the requirements of Section 6.1, 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 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 SGA'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 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.

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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 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 8. PROBLEM AND RESPONSIBLE GAMING

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.

To further the commitment to responsible gambling, the Tribe agrees to:

8.1. Create and maintain a responsible gambling policy that, at a minimum, includes information about responsible gambling and identifies resources for individuals seeking information about problem gambling. The policy may include information about how and where to seek treatment, national or local hotline numbers, and a description of self-imposed limits offered by the Gaming Operation, if any;

8.2. Display a commitment to responsible gambling and a link to the Gaming Operation's responsible gambling policy on each ETG Terminal, cashier station, entrance/exit, TLS Kiosk, and Keno Kiosk. The display will be in a manner determined by the Tribe;

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8.3. Within five (5) years, or as soon as feasible thereafter based on reliable technological availability, include in the Tribe's education and awareness program an interactive responsible gambling application or program for players; such gambling application or program may be separate and need not be integrated into the authorized Class III Gaming Activities and other Gaming Activities;

8.4. Include responsible gambling information on Class III Gaming marketing and promotional materials, in a manner determined by the Tribe; and

8.5. Consider additional ways to address problem gambling behaviors of patrons of the Gaming Facility in future negotiations.

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