

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

**INTRODUCTION**

The SQUAXIN ISLAND TRIBE (hereafter “Tribe”) and the STATE OF WASHINGTON (hereafter “State”) entered into a Class III gaming compact (hereafter “Compact”) on July 27, 1993, pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter “IGRA”). At the request of the Tribe, the Tribe and State entered 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, from a regulatory perspective, 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, definition of Gaming Employee, as previously amended, is amended to read as follows:**

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

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

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

EE. “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.

FF. “Memorandum of Understanding” or “MOU” means a document agreed upon by both the Tribe and State Gaming Agency that clarifies terms or details of agreed upon Compact provisions and does not add provisions which would require an amendment.

3. **Compact Section II is amended to add the definition of “Cash Equivalent” as follows and the prior definition of “Cash Equivalent” in Appendix A, Section 1 is stricken:**  
 GG. “Cash Equivalent” means U.S. currency in the form of a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashier’s check, a check drawn on the tribal Gaming Operation payable to the patron or to the tribal Gaming Operation, a patron’s debit or credit card, a patron’s reloadable prepaid card that has been verified as being issued to the patron and is non-transferable, ACH transfer if the operator has security measures and controls to prevent ACH fraud regarding failed ACH deposits, or a voucher recording Cash drawn against a credit card or charge card;
  
4. **Compact Section III, A, as previously amended, is amended to add:**  
 22. Sports Wagering, subject to Appendix S
  
5. **Compact Section III, F, as previously amended, is amended to read as follows:**  
 F. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe, including the purchase of chips or tokens for used in wagering, shall be made by ~~eCash, or eCash eEquivalent, credit card or personal check.~~ Cash payments for wagers made through near-field communication (NFC) devices, EMV or smart cards, or similar secure payment technologies may be utilized upon agreement between the Tribe and the State Gaming Agency and documented in a Memorandum of Understanding. Except for said use of credit cards, no credit shall be extended to any patron of a gaming facility for gaming activities.
  
6. **Compact Section IV, C is amended to read as follows:**  
 C. Manufacturers and Suppliers of Gaming Services. Each manufacturer and supplier of gaming services shall be licensed by the Tribal Gaming Agency and shall be certified by the State prior to the sale of any gaming services. If the supplier or manufacturer of the services or goods is licensed or certified by the State of Washington it shall be deemed certified to supply those services or goods for the purposes of this Compact. The licensing and certification shall be maintained annually after initial certification. Professional legal and accounting services shall not be subject to the certification and licensing requirements. In the event a manufacturer or supplier provides or intends to provide less than \$25,000 worth of gaming services or goods annually, upon the mutual agreement of the Tribal Gaming Agency and the State Gaming Agency, the certification and licensing requirement may be waived.
  
7. **Compact Section IX, C is amended to read as follows:**  
 C. Consent to Application of State Law and Incorporation in Tribal Ordinance, For the purposes of 18 USC § 1166(d), for enforcing the provisions of this Compact with respect to certification and criminal conduct, for protection of the public health and safety and 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; 9.46.070; 9.46.075; 9.46.130; 9.46.140; 9.46.155; 9.46.160; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.46.195; 9.46.196; 9.46.1961; 9.46.1962; 9.46.198; 9.46.210 (3), (4), (5) & (6); 9.46.212 9.46.215; 9.46.217; 9.46.220; 9.46.221; 9.46.222; 9.46.225; 9.46.228 (1) (2), (4) & (5);

9.46.230; 9.46.231; 9.46.235; 9.46.240; 67.04; 67.16-060; 67.24; 67.70; 74.08.580; 9A.52; 9A.56; 9A.60; 9A.68; 9A.83.020; 9A.82; 9.35.010; and 9.35.020 as now or hereafter amended, to the extent such amendments concern the same subject matter as the old statutory provision, shall be applicable and incorporated herein as part of this Compact and shall be incorporated into a Tribal ordinance regarding any gaming affected by such statutory sections. Provided, that in the event any such provisions of State law are amended or repealed, the Tribe will be given notice of same within 30 days of the effective date, by the State Gaming Agency. Notwithstanding anything herein to the contrary, any penalty or fines contained in any State statutory provisions incorporated into this Compact or the Tribe's gaming ordinance which are in conflict with applicable federal law shall be deemed revised and amended so as to conform to federal law.

#### **8. Digital Wallet.**

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

#### **9. Payment of Start-Up Costs fee.**

A Start-Up Costs fee includes the actual costs incurred by the State Gaming Agency for negotiations, rule development, regulatory program development, training, and similar activities necessary to implement Sports Wagering. The State Gaming Agency will provide the Tribe with a detailed explanation of the actual and reasonable costs incurred by the State Gaming Agency to implement Sports Wagering. The Tribe's operation, or continued operation, of Sports Wagering is contingent on the receipt of the Tribe's share of the Start-Up Costs fee.

The Tribe's share will be determined equal to the Start-Up Costs fee divided by the number of Tribes implementing Sports Wagering on or before March 31, 2023, unless the implementing tribes transmit to the State Gaming Agency by March 31, 2023, a unanimously agreed to alternative Start-up Costs fee distribution method documented in a Memorandum of Understanding between all implementing tribes and provided to the State Gaming Agency.

The Tribe's share of the Start-Up Costs fee will be invoiced by April 15, 2023, with payment due to the State Gaming Agency no later than May 30, 2023.

IN WITNESS WHEREOF, the Squaxin Island Tribe and the State of Washington have executed this Sixth Amendment to the Compact.

SQUAXIN ISLAND TRIBE

*Kristopher Peters*

BY: [Kristopher Peters \(Jun 10, 2021 19:54 PDT\)](#)

KRISTOPHER PETERS

Chairman

DATED: Jun 10, 2021

STATE OF WASHINGTON

BY: \_\_\_\_\_

JAY INSLEE

Governor

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






# 2021-0507-SquaxinIsland-SWAmendment-Final-Draft

Final Audit Report

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