United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JUN 1 9 1997

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NATIONAL INDIAN
GAMING COMMISSION
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Honorable Sue Shaffer
Chairperson
Cow Creek Band of Umpqua Tribe
2400 Stewart Parkway, Suite 300
Roseburg, Oregon 97470-1563

Dear Chairperson Shaffer:

On May 7, 1997, we received The Amended and Restated Tribal-State Compact (Compact) for the Regulation of Class III Gaming between the Cow Creek Band of Umpqa Tribe of Indians (Tribe) and the State of Oregon (State), dated April 25, 1997. We have completed our review of the Compact and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to Section 11(d)(8)(A) of the IGRA, 25 U.S.C. § 2710(d)(8)(A) and delegated authority in 209 DM 8.1, we approve the Compact. The Compact shall take effect when notice of our approval, pursuant to Section 11(d)(3)(B) of the IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We note, however, that the Tribe must come within an exception to the Professional and Amateur Sports Protection Act (PASPA), 28 U.S.C. §§ 3701-3704, to conduct sports betting under the Compact. PASPA makes it unlawful for a government entity, including an Indian tribe, to sponsor, operate, or authorize by law or compact, gambling on amateur or professional sports. To be lawful, any sports gaming pursuant to Section 4 of the Compact must come within one of the exceptions authorized by Section 3704 of PASPA.

The exception at Section 3704 (a)(2) establishes two criteria which must be met to authorize sports betting. First, the gambling must be authorized by a statute in effect on October 2, 1991. Second, the gambling must actually have been conducted sometime between September 1, 1989, and October 2, 1991. Sports-related lottery games, including electronic lottery games that are based upon the results of sporting events, are authorized by Oregon Revised Statutes (ORS) Section 461.213, which was enacted in 1989. Therefore, if games were conducted as authorized by the Oregon statutes during the relevant period, we believe the Tribe may establish that it falls within the exception to the general prohibition against sports betting. We are not, however, in a position to verify the factual basis for establishing whether the Tribe comes within the exception. Therefore, we express no opinion on the matter.

Section 4 of the Compact authorizes sports "bookmaking," an undefined term. Section 4 prohibits wagers by telephone, and we consider "bookmaking" to be only that sports betting which has been previously allowed as sports-related lottery games under ORS 461.213.

We wish the Tribe and the State success in this economic venture.

Sincerely,

Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Honorable John Kitzhaber
Governor of Oregon
254 State Capitol
Salem, Oregon 97310

cc: Portland Area Director, w/copy of approved Compact
Supt., Siletz Agency w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Pacific NW Regional Solicitor's Ofc w/copy of approved Compact
Portland United States Attorney w/copy of approved Compact

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved amended and restated Tribal-State compact.

SUMMARY: Pursuant to section 11 of the Indian Gaming Regulatory Act, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Compacts for the purpose of engaging in Class III (casino) gaming on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Amended and Restated Compact for Regulation of Class III gaming between the Cow Creek Band of Umpqua Tribe of Indians and the State of Oregon which was executed on April 25, 1997.

DATES: This action is effective June 27, 1997.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4068.

Dated: June 19, 1997.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 97–16789 Filed 6–26–97; 8:45 am]

BILLING CODE 4310–02–P

AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE COW CREEK BAND OF UMPQUA TRIBE OF INDIANS AND THE STATE OF OREGON

04/21/97

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ORIGINAL

AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE COW CREEK BAND OF UMPQUA TRIBE OF INDIANS AND THE STATE OF OREGON

PREAMBLE.

This Amended and Restated Compact (this "Compact") is made between the State of Oregon (hereinafter the "State") and the Cow Creek Band of Umpqua Tribe of Indians (hereinafter the "Tribe") and pertains to Class III gaming conducted on Tribal trust lands subject to the provisions of the Indian Gaming Regulatory Act of October 17, 1988 (Public Law 100-497), 25 U.S.C. §2701, et seq. ("IGRA"). The terms of this Compact are unique to this Tribe.

SECTION 1. TITLE.

THIS Compact is entered into this 25 day of April, 1997, by and between Cow Creek Band of Umpqua Tribe of Indians, a federally recognized Tribe, and the State of Oregon. Upon execution by the parties and approval by the Secretary of the Interior, this Compact replaces the compact entered into between the parties on October 2, 1992, and approved by the Secretary of the Interior on November 20, 1992, and all prior amendments thereto.

SECTION 2. FINDINGS.

WHEREAS, the Tribe is a federally recognized Indian Tribe and the beneficial owner of, and local government for, trust lands of the Tribe located in the State;

AND WHEREAS, the State and the Tribe are separate sovereigns and each respects the laws of the other sovereign;

AND WHEREAS, the public policy of the State is reflected in the Constitution, statutes and administrative rules of the State;

AND WHEREAS, Tribal policy, as reflected in the Tribe's Constitution, is "to secure and protect the powers inherent in our sovereign status and guaranteed to us by treaty and Federal law, to preserve our culture and tribal identity, to promote the social and economic welfare of our people, to secure, protect, and develop our common resources, to maintain peace and order and safeguard individual rights, and to advance our mutual welfare";

AND WHEREAS, the United States Congress has enacted IGRA, which declares federal policy and provides a statutory basis for operation of tribal gaming as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments;

AND WHEREAS, the Tribe exercises authority over Tribal trust land acquired prior to the enactment of IGRA;

AND WHEREAS, IGRA is intended to provide a statutory basis for regulation of gaming by the Tribe adequate to shield it from organized crime and other corrupting influences, to ensure that the Tribe is the primary beneficiary of gaming revenues, and to ensure that tribal gaming is conducted fairly and honestly by both operators and players;

AND WHEREAS, the continued growth and success of tribal gaming depends upon public confidence and trust that tribal gaming operations are honest, fair, secure and free from criminal and corruptive influences;

AND WHEREAS, public confidence and trust can be maintained through strict compliance with laws and regulations related to licensed gaming establishments, by all persons involved in tribal gaming operations;

AND WHEREAS, the relationship between the State and the Tribe rests on mutual trust and the recognition that each has a fundamental duty to protect the gaming public through separate, appropriate responsibilities during the life of current and future Compacts;

AND WHEREAS, the Tribe and the State agree that State regulation of tribal gaming operations will be funded by the tribal gaming industry;

AND WHEREAS, Congress has declared that it is a principal goal of federal Indian policy to promote tribal economic development, tribal self-sufficiency and strong tribal government;

AND WHEREAS, IGRA provides for a system of joint regulation by tribes and the federal government (to the exclusion of the State) of Class I and II gaming on tribal lands as defined in IGRA;

AND WHEREAS, IGRA establishes a system of agreements between tribes and states for the regulation of Class III gaming as defined in that Act;

AND WHEREAS, IGRA provides that Class III games are lawful on Tribal lands only if such activities are (1) located in a state that permits such gaming for any purpose by any person, organization or entity, (2) authorized by tribal ordinance and (3) conducted in accordance with a Tribal-State Compact;

AND WHEREAS, the Congressional intent in passing IGRA was to reaffirm a long and well-established principle of federal Indian law as expressed in the United States Constitution, reflected in federal statutes and articulated in decisions of the United States Supreme Court that unless authorized by an act of Congress, the jurisdiction of state governments does not extend to tribal lands;

AND WHEREAS, IGRA does not extend State jurisdiction or the application of State laws for any purpose other than jurisdiction and application of State laws to Class III gaming conducted on tribal land as set forth in this Compact;

AND WHEREAS, Congress recognized a role for state public policy and state law in the regulation of Class III gaming;

AND WHEREAS, nothing in this Compact shall be construed to extend to any activities other than Class III gaming, any other lands than those limited lands of the tribe upon which Class III gaming is conducted, or as an abrogation of any reserved rights of the Tribe or of the Tribe's sovereignty;

AND WHEREAS, IGRA is intended to expressly preempt the field in the governance of gaming activities on Tribal lands;

AND WHEREAS, the State recognizes the Tribe's continuing cooperation with the State in assuring the honesty, integrity and security of the gaming operation and the Tribe's commitment to a close working relationship with the Oregon State Police;

AND WHEREAS, the Tribe is authorized to act through its Board of Directors;

AND WHEREAS, the State of Oregon is authorized to act through the Governor of the State;

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the Tribe and the State enter into the following Compact:

SECTION 3. DEFINITIONS.

As used in this Compact, and in its Appendix and Exhibits:

A. "Background investigation" means a security and financial history check of a Class III Gaming Contractor or an applicant for a Tribal gaming license, whether the applicant is a prospective employee, consultant or vendor.

B. "Class III Gaming Contract" means a contract that involves a Major Procurement or a Sensitive Procurement.

C. "Class III Gaming Contractor" is any individual, business or other entity that proposes to consummate, or in fact consummates, a Class III Gaming Contract.

D. "Consultant" means any person, other than an employee, who provides advice or expertise to the Tribe concerning the operation, management or financing of the Tribe's Class III gaming activities for compensation. "Consultant" does not include a person engaged for the purpose of training or teaching employees of the Tribal Gaming Operation if the contract for those services is no greater than one month in duration.

E. "Controlling interest" means fifteen percent (15%) of the equity ownership of a company.

F. "Counter Game" means keno, race and sports book and off-race course mutuel wagering.

G. "Gaming Facility" means the building and grounds located on the Tribe's trust land immediately north of and adjacent to Canyonville, Oregon, known as the "Seven Feathers Hotel and Casino Resort" at the location specifically described in Exhibit 1 to the Compact, and any property used to store gaming equipment.

H. "High Security Employee" means any natural person who participates in the operation or management of the Tribal Gaming Operation, whether employed by the Tribe or by a person or entity providing on-site or off-site gaming operation or management services to the Tribe, including but not limited to: gaming operations administrators, managers and assistant managers, gaming facility surveillance or security personnel, dealers, croupiers, shift supervisors, cage personnel (including cashiers and cashier supervisors), drop and count personnel, gaming management consultants, video lottery terminal technicians, junket representatives; and any other person whose employment duties require or authorize access to areas of the Gaming Facility related to Class III gaming and which are not otherwise open to the public.

I. "Key Employee" means any officer or any person who can substantially affect the course of business, make decisions, or is in a sensitive position in an organization or corporation that is a Class III Gaming Contractor or an applicant for a Tribal gaming license.

J. "Low Security Employees" means any employee of the Tribal Gaming Operation whose duties require the employee's presence in any area of the Gaming Facility where Class III gaming activities take place, but who is not a High Security Employee and who is not involved in the operation of Class III gaming.

K. "Major Procurement" means any procurement action or contract between the Tribe or the Tribal Gaming Operation and a manufacturer, supplier, consultant, management contractor, or lender, for goods, services or products used in, or affecting the honesty, integrity, security or fairness of, the operation of the Tribe's Class III gaming activities, including but not limited to:

1. The printing of tickets used in any Class III gaming;

2. Any goods or services involving the receiving or recording of number selections or bets in any Class III gaming;

3. Any goods, services, systems or products used to determine winners in any Class III gaming;

4. Video devices or other equipment used in Class III games, except equipment specifically included in the definition of Sensitive Procurement;

5. A contract or license to use a patented game or game product;

6. Accounting systems or surveillance systems to be used in the Tribe's Class III gaming activities;

7. A contract that provides for, or the terms of which will make necessary, a continuing relationship over time (more than thirty days) between the parties; or

8. A contract that involves or requires commitments by either party to the contract such that there would be substantial financial consequences to one of the parties if the contract or procurement action was terminated prematurely. For this purpose a contract involving consideration or value of $100,000 or more shall be deemed to involve substantial financial consequences to one of the parties if the contract or procurement action was terminated prematurely.

L. "Oregon State Police" refers to the Gaming Enforcement Division, or that administrative unit charged with gaming enforcement regulatory responsibilities, of the Department of State Police established under Oregon Revised Statutes section 181.020, or its successor agency established by law.

M. "Owner" means any person or entity that owns 5% or more of the equity ownership of a company, alone or in combination with another person who is a spouse, parent, child or sibling.

N. "Primary Management Official" means any person who:

1. Has administrative or high-level management responsibility for part or all of the Class III Tribal Gaming Operation, whether as an employee or under a management contract;

2. Has authority --

   a. to hire and fire supervisory employees; or

   b. to set or otherwise establish working policy for the gaming operations; or

3. Is the chief financial officer or other person who has financial management responsibility for the Tribal Gaming Operation.

O. "Sensitive Procurement" means any procurement action or contract that is not a "Major Procurement," for Class III gaming equipment (such as cards, dice, keno balls, roulette wheels, roulette balls, chips, tokens, VLT or keno paper, gaming tables, table layouts or the like), or any other products that are not used directly in the conduct of Class III gaming, but that directly affect the integrity, security, honesty, and fairness of the operation and administration of the Tribe's Class III gaming activities such as replacement parts for video lottery terminals (bill acceptors, printers), locks and keys for secure storage areas or gaming devices, or individual surveillance cameras.

P. "Table game" means any Class III game allowed under this Compact except video lottery games, keno, off-race course mutuel wagering, and race and sports book.

Q. "Tribal Gaming Operation" means the entity, whether or not separately incorporated, that operates Class III gaming under tribal authority, and receives revenues, issues prizes and pays expenses in connection with Class III games authorized under this Compact.

R. "Video lottery terminal" or "terminal" means an electrical or electronic device, component, or terminal that displays a ticket through the use of a video display screen, and that is available for consumer play upon payment of any consideration, with winners determined by the application of the element of chance and the amount won determined by the possible prizes displayed on the device.

SECTION 4. AUTHORIZED CLASS III GAMING.

A. This Compact shall be the only Compact between the Tribe and State pursuant to IGRA and any and all Class III gaming conducted in the Gaming Facility shall be pursuant to this Compact. To the extent that elements of this Compact need to be altered to incorporate changes to the agreements between the parties the parties shall provide such changes in accordance with Subsection 12.D. of this Compact.

B. Authorized games.

1. Subject to, and in compliance with the provisions of this Compact, the Tribe may engage in the following Class III games: video lottery games of chance, keno, off-race course mutuel wagering, blackjack, craps, roulette, pai-gow poker, mini-Baccarat, let-it-ride, and big 6 wheel. The Tribe may offer race and sports bookmaking except that no wagers may be accepted by telephone and no wagers may be accepted or paid on:

   a. Any amateur sports event in Oregon;

   b. Any event held outside Oregon, if any participant in the event represents a public or private institution located in Oregon;

   c. Any event, regardless of where it is held, involving a professional sports team whose home field, court or base is in Oregon.

   d. Any event other than a racing or athletic sports event.

2. Subject to, and in compliance with, the provisions of this Compact, including but not limited to subsection E of this section, the Tribe may engage in any other Class III game that has been approved by the Nevada Gaming Commission. Operation of any game under this paragraph must be pursuant to rules, procedures and internal controls for the new game at least as stringent as the minimum internal control standards set forth in the Appendix to this Compact.

3. Before the Tribe offers a new game under this subsection 4.B., the Tribe and the Oregon State Police must agree that the Tribe has adopted appropriate internal controls, surveillance plans, game rules and procedures, as provided in subsection E of this section, and that the Tribal Gaming Commission and the Oregon State Police are fully prepared to regulate and monitor the new game.

4. This section shall be construed consistent with federal classification of gaming activities. Notwithstanding any provision of this Compact, any gaming activity classified under federal law or regulation as Class II activity shall not be subject to the provisions of the Compact.

C. Gaming Location. Gaming authorized under this Compact shall be conducted only in the Gaming Facility.

D. Number of gaming devices. The number of Class III video lottery games of chance authorized by this Compact shall not exceed 1300. Subject to other terms of this agreement, the Tribe may determine in its discretion the location and spacing of video lottery terminals within the Gaming Facility. The Tribe may operate a maximum of sixty tables of table games at the Gaming Facility.

E. Addition of Authorized Games at Gaming Facility.

1. At least 60 days before any game newly authorized under this Compact is conducted at the Gaming Facility the Tribal Gaming Commission shall:

a. Ensure that the Tribal Gaming Operation develops rules and procedures for a system of internal controls for the new game that meet the minimum standards established in the Appendix to this Compact.

b. Require that the Tribal Gaming Operation provide appropriate training for all dealers, supervisors, surveillance personnel, Tribal Gaming Inspectors and any other employees involved in the conduct or regulation of the new game, such that those employees have the knowledge and skills required under typical industry standards for the job function that employee performs, including but not limited to player money management and betting, card counting and detection of cheating methods.

c. Ensure that the Gaming Facility establishes a security and surveillance plan for the new game that meets the minimum standards established in the Appendix hereto.

d. Adopt rules of operation for the game that meet the minimum standards established in the Appendix hereto, including rules of play and standards for equipment.

e. Notify the Oregon State Police that the Tribe proposes to offer the new game to the public, and provide to the Oregon State Police for review all of the internal controls, regulations, plans, procedures and rules required under this paragraph 1 of this subsection.

2. The Tribe agrees to introduce new games authorized under this section according to the following schedule:

a. Within the sixty day period after the Secretary of the Interior approves this Compact the Tribe may offer three of the games authorized under paragraph 1 of subsection B of this section in addition to any games already authorized pursuant to the prior Class III gaming compact between the Tribe and the State;

b. Within the ninety day period after the sixty-day period specified in subparagraph a of this paragraph, the remaining games authorized under paragraph 1 of subsection B of this section;

c. After the period of time specified in subparagraphs a. and b. of this paragraph, for any game authorized by paragraph 2 of subsection B of this section, one new game may be introduced in each following calendar quarter.

3. The Tribe shall establish wager limits for all games. The maximum wager for any table game or counter game, except for race and sports book, shall be $500. The maximum wagers for race and sports book shall be $5,500 for a straight bet and $500 for a parlay bet. Whenever a new table or counter game, other than race and sports book, is introduced, the Tribe shall establish an initial wager limit of $100 per hand, play or bet. After a period of six months of operation of the new table game in full compliance with the requirements of this Compact, the Tribe may request that a maximum wager of $500 be authorized. The Oregon State Police may refuse to agree to an increase in the maximum wager limit if there have been any significant problems with the conduct of the new game due to noncompliance with internal controls, rules of operation of the game or with the terms of this subsection. Wager limits, and the time lines provided for increasing them, authorized for any games authorized pursuant to the prior Class III gaming compact between the Tribe and the State are not reduced by this amended and restated Compact.

SECTION 5. JURISDICTION.

A. In General.

1. The State shall have criminal jurisdiction over offenses committed by or against Indians and non-Indians within the Gaming Facility and on the Tribe's trust land; the criminal laws of the State shall have the same force and effect on Tribal trust lands as they have on non-Tribal lands within the State.

2. The Tribe and the State shall have concurrent criminal jurisdiction over offenses committed by Indians within the Gaming Facility and on the Tribal Lands. Once a Tribal police force or a Tribal criminal court is in operation on Tribal lands, the enforcement of criminal laws at the Gaming Facility shall be further clarified by a Memorandum of Understanding to be executed by the Tribe and the Superintendent of the Oregon State Police.

3. The Tribe and the State agree that local law enforcement officials may provide the first response for law enforcement matters that are not related to the operation of gaming or that occur other than in the course of the play of games. As between the Oregon State Police and local law enforcement officials, the Oregon State Police shall have exclusive authority to investigate violations of state criminal law related to the operation of gaming or that occur in the course of play of games.

4. If the Tribe establishes a law enforcement agency that is responsible to investigate criminal law violations on Tribal lands, the Tribe agrees that the Oregon State Police shall continue to have the authority to investigate possible violations of this Compact or other gaming regulatory matters. The Tribe and the State further agree that their respective law enforcement agencies will cooperate in any investigation that involves or potentially involves both criminal and regulatory violations.

5. The Tribe and the State agree to cooperate on the investigation and prosecution of any gambling crime committed at the Gaming Facility. The Tribe and the State agree to cooperate in establishing a state-wide system to identify and monitor persons excluded from any tribal gaming facility in the State.

B. Except as provided in a Memorandum of Understanding executed in accordance with the foregoing paragraph 5.A.2., officers of the Oregon State Police, or other State officers designated by the State in writing, as provided in Section 14 of this Compact, shall have unrestricted access anywhere within the Gaming Facility and on Tribal trust land used for or in relation to class III gaming for the purpose of maintaining public order and public safety, conducting investigations related to possible criminal activity and enforcing applicable laws of the State. The Tribe, or authorized individuals acting on its behalf, shall provide officers of the Oregon State Police, or other State officers designated as provided in Section 14, access to locked and secure areas of the Gaming Facility in accordance with the regulations for the operation and management of the Gaming Facility.

C. The Oregon State Police may station one or more officers at the Gaming Facility by mutual agreement with the Tribe.

D. Nothing in this agreement shall be construed to affect the civil or criminal jurisdiction of the Tribe, or of the State under Public Law 83-280. The Tribe and the State agree that the criminal laws of Oregon that proscribe gambling activities shall apply to any person who engages in the proscribed activities if those activities are not conducted under the authority of the Tribe as provided in this Compact and under IGRA.

SECTION 6. PRINCIPLES GOVERNING GAMING OPERATIONS DECISIONS

A. The Tribe and the State agree that maintaining the honesty, integrity, fairness and security of the Tribe's Class III gaming activities is essential both to the success of the enterprise, and to satisfy the interests of the State and of the Tribe. The Tribe and the State agree that both of them have the responsibility to protect persons who patronize the Gaming Facility from any breach of integrity or security. Accordingly, all decisions by the Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation, concerning regulation and operation of the Gaming Facility, including those decisions expressly placed within the Tribe's discretion under the terms of this Compact, shall be consistent with each of the following principles:

1. Any and all decisions concerning regulation and operation of the Tribe's Class III gaming activities, whether made by the Tribe, the Tribal Gaming Commission or the management of the Tribal Gaming Operation, shall reflect the particularly sensitive nature of a gaming operation.

2. In order to maintain the honesty, integrity, fairness and security of the Tribe's Class III gaming activities, the Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation shall work diligently and take all reasonably necessary steps to prevent cheating and theft, and to protect the Tribe's Class III gaming activities from influence or control by any form of criminal activity or organization.

3. The honesty, integrity, fairness and security of the Tribe's Class III gaming activities shall be a paramount consideration in awarding contracts, licensing and hiring employees, and in making other business decisions concerning the operation of the Tribe's Class III gaming activities. The Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation shall knowingly make no decision that compromises the honesty, integrity, fairness or security of the Tribe's Class III gaming activities.

4. Regulation and operation of the Tribe's Class III gaming activities shall be, at a minimum, consistent with generally accepted industry standards and practices, in order to maintain the honesty, integrity, fairness and security of the Tribe's Class III gaming activities.

B. Procedure for Resolving Disputes Concerning Operational Decisions.

1. If the State, in good faith, believes that any decision by the Tribe relating to the employment or licensing of any employee, awarding of any contract or operation of the Tribe's Class III gaming activities is inconsistent with the principles set forth in subsection A of this section, or any other requirement of this section, the State may give written notice to the Tribe. The written notice shall describe the factual basis for the State's concern.

2. The parties shall meet and confer within 15 days after the Tribe receives the notice.

3. a. If the State's concerns set forth in the written notice are not resolved informally, either party may initiate non-binding arbitration within 45 days after the service of the written notice.

   b. An arbitrator shall be selected in the following manner:

      (1) The parties shall obtain a list of qualified arbitrators from U.S. Arbitration and Mediation of Oregon, or any other arbitration panel agreed to by the parties.

      (2) Each party, in turn, shall strike one name from the list, until one name remains. The parties shall draw lots to determine which party makes the first strike.

   c. Upon agreement by both parties, the arbitration proceeding shall be binding.

   d. The parties shall divide the cost of the arbitration proceeding equally between them.

4. Upon conclusion of the arbitration proceeding, if the parties have not elected to be bound by that result, either party may initiate an action in the United States District Court for the District of Oregon as provided in section 16 of this Compact.

5. Expedited Procedure.

a. If the State, in good faith, believes that there is an immediate threat to the honesty, integrity, fairness and security of the Tribe's Class III gaming activities, and believes that substantial harm will result during the time that would pass if the procedure established in paragraphs 1 to 3 of this subsection is followed, the State may give written notice to the Tribe. The written notice shall describe the factual basis for the State's concern. The written notice shall describe the specific action the State believes is necessary to prevent substantial harm from occurring. The Tribe agrees that it shall act according to the State's recommendation, unless the Tribal Gaming Commission determines that acting according to the State's recommendation would adversely affect the honesty, integrity, fairness and security of the Tribe's Class III gaming activities. Nothing in this subparagraph shall preclude the Tribe from invoking the dispute resolution procedures provided in this Compact after it implements the State's recommendation provided pursuant to this subparagraph.

b. The parties shall confer within five (5) days after the Tribe receives the notice.

c. If the State's concern is not resolved informally within ten days after the Tribe receives the notice, either party may initiate an action in the United States District Court for the District of Oregon as provided in section 16 of this Compact.

d. An immediate threat to the honesty, integrity, fairness and security of the Tribe's Class III gaming activities includes but is not limited to the following examples:

(1) A criminal indictment is filed against any Class III Gaming Contractor, or Owner or Key Employee of a Class III Gaming Contractor, or against any Key Employee of the Tribal Gaming Operation;

(2) A criminal organization or members of a criminal organization have obtained an ownership interest in a Class III Gaming Contractor, or a member of a criminal organization has become a Key Employee of a Class III Gaming Contractor;

(3) A malfunction of gaming equipment hardware or software causes patrons of the Gaming Facility to lose money improperly, and that loss is directly related to the equipment malfunction;

(4) The security of gaming equipment has been impaired by loss, theft, or tampering;

(5) The physical safety or security of patrons is seriously at risk;

(6) A continuing pattern of failure by the Tribe, the Tribal Gaming Commission or management of the Tribal Gaming Operation to enforce compliance with the provisions of this Compact or the regulations and internal controls established pursuant to this Compact.

6. For purposes of this subsection 6.B., the State shall act through the Oregon State Police, or an official designated in the manner provided in Section 14 of this Compact.

C. The provisions of this section shall provide the preferred method for resolving disputes as to the Tribe's decisions concerning hiring or contracting under section 7 of this Compact, or concerning operation of the Tribe's Class III gaming activities.

SECTION 7. LICENSING AND CONTRACTING.

A. Licensing of Gaming Employees.

1. All Primary Management Officials, High Security Employees and Low Security Employees employed in the Gaming Facility shall be licensed by the Tribal Gaming Commission in accordance with the provisions of this Compact.

2. All prospective employees -- whether High Security Employees, Low Security Employees or Primary Management Officials -- shall provide to the Tribal Gaming Commission and the Oregon State Police any required application fees and, at a minimum, the following information, on forms provided or approved by the Oregon State Police:

   a. Full name, including any aliases by which the applicant has been known;

   b. Social security number;

   c. Date and place of birth;

   d. Residential addresses for the past five years;

   e. Employment history for the past five years;

   f. Driver's license number;

   g. All licenses issued and disciplinary actions taken by any federal, state or tribal gaming agency;

   h. All criminal proceedings, except for minor traffic offenses, to which the applicant has been a party;

   i. A current photograph.

3. In addition to the requirements of paragraph 7.A.2. above, prospective High Security Employees and Primary Management Officials shall provide two sets of fingerprints.

4. a. The Tribal Gaming Commission shall forward the applicant information for each prospective High Security Employee and Primary Management Official to the Oregon State Police. The Oregon State Police shall conduct a background investigation and provide a written report to the Tribal Gaming Commission within a reasonable period of time, but in no event shall such background checks exceed thirty (30) days without written notice to and consent by the Tribe.

b. The Tribe may request the Oregon State Police to perform a background investigation on any prospective Low Security Employee. Upon such request, the Oregon State Police shall conduct a background check as provided in subparagraph a. of this paragraph.

5. a. Except as provided in paragraph 6 of this subsection, the Tribal Gaming Commission shall deny a gaming license to any High Security Employee or Primary Management Official who:

(1) Has, within the ten-year period preceding the date of license application, committed a felony other than a traffic offense, whether or not conviction of such a felony has been expunged, under the law of any federal, state or tribal jurisdiction, or is the subject of a civil judgment under the law of any federal, state or tribal jurisdiction that is based on facts that constitute the elements of a felony other than a traffic offense, in that jurisdiction;

(2) has committed a crime involving unlawful gambling under the law of any federal, state or tribal jurisdiction, whether or not conviction of such a crime has been expunged, or is the subject of a civil judgment under the law of any federal, state or tribal jurisdiction that is based on facts that constitute the elements of a crime involving unlawful gambling in that jurisdiction;

(3) has associated in a direct business relationship, whether as a partner, joint venturer or employer, with any other person who has committed a felony other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction; or

(4) was employed by any other person who has committed a felony other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction, if the prospective employee or official was in any way involved in the criminal activity as it occurred.

b. The Tribal Gaming Commission shall deny a gaming license to any prospective High Security Employee or Primary Management Official if:

(1) The applicant fails to disclose any material fact to the Tribal Gaming Commission or the Oregon State Police or their authorized agents during a background or security investigation; or

(2) The applicant misstates or falsifies a material fact to the Tribal Gaming Commission or the Oregon State Police during a background or security investigation.

c. The Tribal Gaming Commission may deny a gaming license to any prospective High Security Employee or Primary Management Official for any reason the Tribal Gaming Commission deems sufficient. Such decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection A of Section 6 of this Compact. In determining whether to deny a gaming license to any prospective High Security Employee or Primary Management Official, the factors to be considered by the Tribal Gaming Commission shall include, but need not be limited to, the following:

(1) The applicant has been convicted of any crime (other than a crime listed in subparagraph a. of this paragraph) in any jurisdiction; or

(2) The applicant has associated with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, honesty, integrity, security, fairness or reputation of the Tribe's Class III gaming activities; or

(3) There is any aspect of the applicant's past conduct that the Tribal Gaming Commission determines would adversely affect the honesty, integrity, security or fairness of the Tribe's Class III gaming activities.

d. After this Compact becomes effective, the Tribal Gaming Commission shall deny a gaming license to any prospective Low Security Employee who has committed a crime described in subsubparagraphs (1) or (2) of subparagraph a. of this paragraph. The Tribal Gaming Commission may deny a gaming license to any Low Security Employee applicant who does not meet the criteria established in the remainder of this paragraph 5. Decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection A of Section 6 of this Compact.

e. The Tribal Gaming Commission may reject an application if the applicant has not provided all of the information requested in the application.

f. Denial of a gaming license by the Tribal Gaming Commission is final.

g. No Primary Management Official or High Security Employee may be permanently licensed by the Tribal Gaming Commission until all background checks required under paragraph 7.A.4. of this section are completed.

6. Waiver of Disqualifying Criteria.

a. Notwithstanding the requirements of paragraph 5 of this subsection, if a prospective Primary Management Official, High Security Employee or Low Security Employee is disqualified for licensing under the provisions of paragraph 5 above, and the Tribal Gaming Commission believes that there are mitigating circumstances that justify waiver of the disqualifying factor, the Tribal Gaming Commission may give written notice to the Oregon State Police asking to meet and confer concerning waiver of the disqualification. The Tribal Gaming Commission and the Oregon State Police shall meet within 15 days after written notice is given.

b. In order to waive disqualification of licensing of any prospective Primary Management Official, High Security Employee or Low Security Employee, both the Tribal Gaming Commission and the Oregon State Police must agree on the waiver.

c. Waiver of disqualification of licensing may be based on one or more of the following circumstances:

(1) Passage of time since conviction of a crime;

(2) The applicant's age at the time of conviction;

(3) The severity of the offense committed;

(4) The overall criminal record of the applicant;

(5) The applicant's present reputation and standing in the community;

(6) The nature of the position for which the application is made.

(7) The nature of a misstatement or omission made in the application.

7. Background investigation during employment. The Tribal Gaming Commission or the Oregon State Police may conduct additional background investigations of any gaming employee at any time during the term of employment. If, after investigation, the Oregon State Police determines there is cause for the revocation or suspension of an employee's gaming license under the criteria established in paragraph 5 of this subsection 7.A., it shall promptly so report to the Tribal Gaming Commission and furnish the Tribal Gaming Commission with copies of all relevant information pertaining to such determination. The Tribal Gaming Commission shall review the Oregon State Police report and supporting materials and if it concludes that good cause for revocation or suspension of an employee's gaming license exists under the criteria established in this subsection 7.A., the subject employee shall have his gaming license suspended or revoked according to the procedures set forth in the Tribe's Gaming Ordinance.

8. Temporary licensing of employees.

a. The Tribal Gaming Commission may issue a temporary license to High Security Employees fifteen days after submission of the application to the Oregon State Police, or upon completion of a review of the employee's application and completion of a computerized criminal history check and credit check by the Tribal Gaming Commission, if the applicant would not be disqualified on the basis of the results of the application review and preliminary checks. The temporary license shall expire and become void upon completion of the full background check by the Oregon State Police and submission of the results to the Tribal Gaming Commission. If the employee does not qualify for a permanent license, the Tribal Gaming Commission shall immediately revoke the temporary license.

b. The Tribal Gaming Commission may issue a temporary license to a Low Security Employee upon submission of the application to the Oregon State Police, or upon completion of a review of the employee's application and completion of a computerized criminal history check and credit check by the Tribal Gaming Commission, if the applicant would not be disqualified on the basis of the results of the application review and preliminary checks. Any Low Security Employee shall be subject to immediate license revocation if the Oregon State Police or the Tribal Gaming Commission determines that the employee does not meet the criteria established in subparagraph 7.A.5.d.

c. For purposes of this paragraph, if an application is forwarded by mail to the Oregon State Police or the results of a background check by the Oregon State Police are provided to the Tribe by mail, the material is deemed to be submitted three days after the date of mailing.

d. No temporary license may be granted under this paragraph to a Primary Management Official or to a consultant performing or consulting on Primary Management Official functions or duties.

9. Duration of license and renewal. Any employee license shall be effective for not more than three (3) years from the date of issue except that a licensed employee who has applied for renewal may continue to be employed under the expired license until final action is taken on the renewal application in accordance with the provisions of paragraphs 7.A.2. to 7.A.5. above. Applicants for renewal shall provide the Tribal Gaming Commission with updated information on a form provided or approved by the Oregon State Police but will not be required to resubmit historical data already provided. The Oregon State Police may perform a new background investigation for any employee whose license is renewed.

10. Revocation of license. The Tribal Gaming Commission may revoke the license of any employee pursuant to policies set forth in the Tribe's Gaming Ordinance. The Tribal Gaming Commission shall revoke the license of any employee upon determination that the employee does not meet the criteria described in paragraph 7.A.5. above.

11. The Tribe shall maintain a procedural manual for employees of the Tribal Gaming Operation that includes rules and regulations of conduct and disciplinary standards for breach of procedures.

12. The Tribal Gaming Commission agrees to provide to the Oregon State Police, on a monthly basis, a list of all current employees of the Gaming Facility and to give notice to the Oregon State Police of any disciplinary action or termination of an employee, related to the fairness, integrity, security or honesty of the Tribe's Class III gaming activities, and any suspension or revocation of an employee's gaming license.

B. Contracts with Manufacturers and Suppliers.

1. Major Procurements.

a. The Tribe agrees not to execute or consummate any contract for a Major Procurement until a background investigation has been completed by the Oregon State Police on the proposed Class III Gaming Contractor.

b. The Tribal Gaming Commission shall submit any proposed Major Procurement to the State for review, comment and a background investigation of the proposed Class III Gaming Contractor.

c. Except as provided in paragraph 3 below, the Oregon State Police shall conduct a background investigation and provide a written report to the Tribal Gaming Commission within a reasonable period of time, but in no event shall the time for completion of such background investigations exceed sixty (60) days after the Oregon State Police receives from the proposed Class III Gaming Contractor both the Oregon State Police's fee for the background investigation under subsection C of this section, and full disclosure of all information requested by the Tribe and the Oregon State Police under paragraph 4 of this subsection, without written notice to and consent by the Tribe.

d. If the Tribe requests, the Oregon State Police agrees to make its best efforts to complete a background investigation within less than sixty days. The Tribal Gaming Commission and the Oregon State Police may also agree that if business necessity or the protection of the honesty, integrity, fairness and security require it, the State may perform an abbreviated review to enable the Tribe to execute a temporary contract while a complete background investigation is being performed. Any temporary contract executed under authority of this subparagraph, shall be rescinded immediately if the complete background investigation discloses that the Class III Gaming Contractor does not meet the criteria described in paragraph 6 of this subsection 7.B.

2. Sensitive Procurements.

a. After a proposed Class III Gaming Contractor has submitted full disclosure of all information requested by the Tribe and the Oregon State Police under paragraph 4 of this subsection, and any necessary fee required by the Oregon State Police, the Tribe may execute or consummate a contract for a Sensitive Procurement before a background investigation has been completed by the Oregon State Police on the proposed Class III Gaming Contractor.

b. The Tribal Gaming Commission shall submit a proposed contract for a Sensitive Procurement, or if there is no contract, a letter of intent to do business with the proposed Class III Gaming Contractor, to the Oregon State Police for a background investigation of the proposed Class III Gaming Contractor before execution of the contract.

c. The Oregon State Police shall conduct a background investigation, if the Oregon State Police considers it necessary, and provide a written report to the Tribal Gaming Commission. If the Class III Gaming Contractor does not meet the criteria described in paragraph 6 of this subsection 7.B. for approval of a contract, the contract shall be terminated and the Tribe agrees to discontinue doing business with the contractor so long as the contractor fails to meet the criteria for approval.

3. The Oregon State Police agrees to maintain a list of Class III Gaming Contractors that have been previously approved to do business in Oregon with any tribal gaming operation. If a Class III Gaming Contractor has been included in the list, the Tribe may execute or consummate a contract with the Class III Gaming Contractor for a Sensitive Procurement upon giving notice of the contract to the Oregon State Police. If a Class III Gaming Contractor has been included in the list for Major Procurements, the Oregon State Police shall complete any necessary background investigation required under paragraph 1 of this subsection within thirty (30) days after the fees and full disclosure have been submitted to the Oregon State Police by the contractor.

4. Class III Gaming Contractors, and any Owner or Key Employee of a Class III Gaming Contractor, shall provide all personal and business information required by the Oregon State Police to conduct its background investigation, before executing a contract or beginning to do business with the Tribe.

5. The Tribe shall not consummate any Class III Gaming Contract with a Class III Gaming Contractor that does not grant both the Oregon State Police and the Tribe access to such Class III Gaming Contractor's business and financial records upon request.

6. Criteria for Contract Denial or Termination.

   a. The Tribe shall not consummate any Major Procurement, and a contract for a Sensitive Procurement shall be immediately terminated, if the following conditions are either disclosed in the application materials or reported by the Oregon State Police relative to a particular Class III Gaming Contractor:

      (1) A conviction of the Class III Gaming Contractor or any Owner or Key Employee of the Class III Gaming Contractor for any felony other than a traffic offense, in any jurisdiction within the ten year period preceding the date of the proposed Class III Gaming Contract;

      (2) A conviction of the Class III Gaming Contractor or any Owner or Key Employee of the Class III Gaming Contractor for any gambling offense in any jurisdiction;

      (3) A civil judgment against the Class III Gaming Contractor or any Owner or Key Employee of the Class III Gaming Contractor, based in whole or in part upon conduct that would constitute a gambling offense, or a civil judgment entered within the ten year period preceding the date of the proposed Class III Gaming Contract against the Class III Gaming Contractor or any Owner or Key Employee of the Class III Gaming Contractor, based in whole or in part upon conduct that would constitute a felony other than a traffic offense;

      (4) A failure by the Class III Gaming Contractor to disclose any material fact to the Oregon State Police or the Tribe or their authorized agents during initial or subsequent background or security investigations;

      (5) A misstatement or untrue statement of material fact made by the Class III Gaming Contractor to the Oregon State Police or the Tribe or their authorized agents during initial or subsequent background or security investigations as determined by the Tribe or the Oregon State Police;

(6) An association of the Class III Gaming Contractor with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, security, integrity, honesty, fairness or reputation of the Gaming Facility;

(7) Any aspect of the Class III Gaming Contractor's past conduct that the Tribe or the Oreogn State Police determines would adversely affect the integrity, security, honesty or fairness of the Gaming Facility;

(8) The Class III Gaming Contractor has engaged in a business transaction with a tribe that involved providing gaming devices for Class III gaming conducted by such tribe without a state-tribal Class III gaming compact in violation of IGRA; or

(9) A prospective Class III Gaming Contractor fails to provide any information requested by the Tribe or the Oregon State Police for the purpose of making any determination required by this subsection 6.B.

b. The Tribe may choose not to consummate any Class III Gaming Contract for any reason the Tribe deems sufficient.

c. Other criteria the Tribe may use to decide not to consummate any Class III Contract include, but are not limited to, the Tribe's determination that:

(1) A person who is otherwise qualified to be a Class III Gaming Contractor owns, is an agent of or has any other interest in any person or business that is unqualified or disqualified to be a Class III Gaming Contractor, regardless of the qualifications of the person seeking to consummate the Class III Gaming Contract;

(2) A prospective Class III Gaming Contractor demonstrates inadequate financing for the business anticipated under the proposed Class III Gaming Contract. In determining whether financing is adequate, the Tribe shall consider whether financing is from a source that meets the qualifications of paragraph 5 of subsection A of this section, or paragraph 6 of subsection B of this section and whether that financing is in an amount to ensure the likelihood of success in the performance of the contractor's duties and responsibilities; or

(3) A prospective Class III Gaming Contractor or its employees fail to demonstrate business ability and experience to establish, operate and maintain the business of the type of Class III Gaming Contract proposed.

d. No Class III Gaming Contractor shall own, manufacture, possess, operate, own an interest in, or gain income or reimbursement in any manner from gaming activities or gaming devices in any jurisdiction unless the activities or devices are approved and certified by another state or tribal lottery, gambling or gaming control agency, or the National Indian Gaming Commission, and such ownership, manufacture, possession, operation, or income is disclosed to and approved by the Tribe and the Oregon State Police.

e. Notwithstanding subparagraph a. of this paragraph 6, if a prospective Class III Gaming Contract may not be consummated because of the requirements of this subsection 7.B., because a person previously associated with the Class III Gaming Contractor or an employee of the Class III Gaming Contractor has been convicted of a crime or a civil judgment entered against the Class III Gaming Contractor or its employee within the ten year period preceding the date of the proposed Class III Gaming Contract, based in whole or in part upon conduct that allegedly constitutes a felony other than a traffic offense, the Tribe may enter into the proposed Class III Gaming Contract if the Class III Gaming Contractor has severed its relationship with the convicted or liable person or employee. Before the Tribe may enter into a Class III Gaming Contract under this subparagraph, the Oregon State Police and the Tribe must agree that the relationship between the Class III Gaming Contractor and the convicted or liable person or employee has been severed. For purposes of this subparagraph, a relationship is severed if the convicted or liable person or employee has no continuing connection with the direction or control of any aspect of the business of the Class III Gaming Contractor, and the convicted or liable person or employee is no longer employed by the Class III Gaming Contractor in any capacity. The burden of showing to the satisfaction of the Tribe and the Oregon State Police that a relationship has been severed is on the Class III Gaming Contractor.

7. Rescission or Termination of Class III Gaming Contracts.

a. The Tribe may rescind or terminate any Class III Gaming Contract pursuant to policies and procedures determined by the Tribe.

b. Class III Gaming Contracts shall be subject to rescission or termination for cause consistent with the criteria established by paragraph 7.B.6. of this section. Class III Gaming Contractors consent to rescission or termination of any Class III Gaming Contract for cause consistent with the criteria established by paragraph 7.B.6. of this section by virtue of entering into a Class III Gaming Contract.

8. Contractor Reporting Requirements.

a. All Class III Gaming Contractors shall submit to the Tribe and the Oregon State Police any financial and operating data requested by the Tribe or the Oregon State Police.

b. The Tribe shall specify the frequency and a uniform format for the submission of such data on a case by case basis.

c. The Tribe, the Oregon State Police, or their agents reserve the right to examine Class III Gaming Contractor tax reports and filings and all records from which such tax reports and fillings are compiled.

d. All Class III Gaming Contractors shall notify both the Tribe and the Oregon State Police of the transfer of a Controlling Interest in the ownership Class III Gaming Contractor.

9. Termination of Contract.

a. No Class III Gaming Contract shall have a term longer than seven (7) years.

b. A Class III Gaming Contract shall terminate immediately upon the occurrence of any of the following:

(1) The Class III Gaming Contractor is discovered to have made any statement, representation, warranty, or certification in connection with the Class III Gaming Contract that is materially false, deceptive, incorrect, or incomplete;

(2) The Class III Gaming Contractor fails to perform any material requirements of the Class III Gaming Contract or is in violation of any material provision thereof, and fails to cure same within ten (10) days' written notice of such failure;

(3) The Class III Gaming Contractor, or any Owner, officer or key employee of the Class III Gaming Contractor is convicted of a felony or a gambling-related offense that reflects on the Class III Gaming Contractor's ability to perform honestly in carrying out the Class III Gaming Contract;

(4) The Class III Gaming Contractor jeopardizes the integrity, security, honesty, or fairness of the Gaming Facility; or

c. A Class III Gaming Contract shall terminate if the Tribe determines satisfactory performance of the Class III Gaming Contract is substantially endangered or can reasonably anticipate such occurrence or default.

C. Fees for Background Investigations.

1. The Oregon State Police shall be reimbursed its costs for performing background investigations made pursuant to this Compact as provided in section 10 of this Compact.

2. The Oregon State Police will assess the cost of a background investigation of a Class III Gaming Contractor to such Class III Gaming Contractor. Class III Gaming Contractors are required to pay the investigation fee in full in advance. If the Class III Gaming Contractor refuses to prepay the investigation fee, the Oregon State Police shall notify the Tribe and the Tribe may pay the investigation cost or withdraw its request for the investigation.

D. Access to Contracts.

1. If a Primary Management Official is a corporation or other form of organization, such Primary Management Official shall provide the Oregon State Police at all times with a current copy of any management agreement with the Tribe that allows it to conduct Class III gaming on Tribal trust land.

2. If a Primary Management Official is a corporation or other form of organization, such Primary Management Official shall furnish to the Oregon State Police complete information pertaining to any transfer of a Controlling Interest in such corporation or organization at least 30 days before such transfer; or, if the Primary Management Official is not a party to the transfer of the Controlling Interest, immediately upon acquiring knowledge of such change or any contemplated change.

3. In order to assure the honesty, integrity, fairness and security of the Tribe's Class III gaming activities, The Tribe agrees to provide to the Oregon State Police, upon request, a list of all non-gaming contractors, suppliers and vendors doing business with the Gaming Facility, and to give the Oregon State Police access to copies of all non-gaming contracts, provided, however, that the Oregon State Police shall make a written request for such information.

SECTION 8. REGULATIONS FOR OPERATION AND MANAGEMENT OF CLASS III GAMES.

A. Gaming Regulations. Conduct of all Class III gaming activity authorized under this Compact shall be in accordance with the requirements of this Compact and with the minimum standards set forth in the Appendix to this Compact. The provisions of the Appendix, "Tribal/State Minimum Internal Control Standards," are hereby incorporated into and made a part of this Compact. The Tribe and the State agree that the minimum standards set forth in the Appendix may be modified or supplemented by mutual agreement of the parties, and that subsequent amendment of this Compact shall not be necessary for any such modification or supplementation of the minimum standards set forth in the Appendix.

B. Identification badges. The Tribe shall require all Gaming Facility employees to wear, in plain view, identification badges issued by the Tribal Gaming Commission that include photo and name, with the exception of employees assigned to covert compliance duties, who shall only be required to have on their person an identification badge. Oregon State Police employees shall not be required to wear identification badges.

C. No credit extended. All gaming conducted pursuant to this Compact shall be conducted on a cash basis. Except as provided herein, no person shall be extended credit for gaming nor shall the Tribe permit any person or organization to offer such credit for a fee. Cashing checks for purposes of Class III gaming constitutes extending credit under this subsection. This restriction shall not apply to credits won by players who activate play on video games of chance after inserting coins or currency into the games. This section shall not restrict the right of the Tribe or any other person to install and accept bank card or credit card transactions in the same manner as is permitted at any retail business in the State.

D. Prohibition on attendance and play of minors. No person under the age of twenty-one (21) shall participate in any Class III gaming authorized by this Compact. No person under the age of twenty-one (21) shall be allowed to play any Class III game operated under this Compact. If any person under the age of twenty-one (21) plays and otherwise qualifies to win any Class III game prize or compensation the prize or compensation shall not be paid. Employees under age twenty-one (21) whose non-gaming duties require may be present on the gaming floor. Notwithstanding the requirements of this subsection, the Tribe may continue to employ any employees under age twenty-one (21) who are required to perform gaming duties as part of their employment as of the date this Compact was signed by the Tribe and the State, but shall not employ any new employees under age twenty-one (21) to perform Class III gaming duties thereafter.

E. Prohibition of firearms.

1. Except as provided in paragraphs 2. and 3. below, no person shall possess firearms within the Gaming Facility.

2. Federal, State and Douglas County law enforcement agents or officers may possess firearms within the Gaming Facility.

3. Pursuant to a memorandum of understanding between the Oregon State Police and the Tribe, security supervisors at the Gaming Facility employed by the Tribe may possess firearms within the Gaming Facility. The memorandum of understanding shall provide for the policies, standards and training controls that will apply to armed security supervisors.

F. Service of Alcohol. No alcohol shall be served in the Gaming Facility unless authorized by the Tribe as permitted by federal law. The Tribe and the Oregon Liquor Control Commission have entered into a Memorandum of Understanding which establishes which State laws and Oregon Liquor Control Commission licensing regulations shall be applied to the sale or service of alcoholic beverages at the Gaming Facility. Nothing in this subsection shall permit the State to impose taxes on the sale of alcoholic beverages by the Tribe. If alcohol is served in the Gaming Facility, no alcoholic beverages may be served free or at a reduced price to any patron of the Gaming Facility as an inducement to participate in any gaming. No alcohol may be served or consumed on a gaming floor where gaming is underway.

G. Liability for damage to persons and property. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $250,000 for one person and $2,000,000 for any one occurrence for any bodily injury or property damage. The Tribe's insurance policy shall have an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy. The Tribe shall indemnify, defend and hold harmless the State, its officers, directors, employees and agents from and against any claims, damages, losses or expenses asserted against or suffered or incurred by the State or its officers, directors, employees and agents (except as may be the result of their own negligence) based upon or arising out of any bodily injury or property damage resulting or claimed to result in whole or in part from any act or omission of the Tribe relating to the inspection of any gaming or gaming related facility pursuant to this Compact.

SECTION 9. INSPECTION AND ENFORCEMENT OF GAMING REGULATIONS.

A. Tribal Gaming Commission.

1. The Tribe agrees to establish a Tribal Gaming Commission, to grant such Commission the independent authority to regulate gaming activities on Tribal lands, and to provide such Commission with adequate resources to perform its duties under Tribal law and this Compact. The Commission shall not participate in any way in the management of the Tribe's Class III gaming activities. Commission members may be removed only for cause by the Tribal Board of Directors. Commission members must satisfy the security requirements that are applicable to High Security Employees and Primary Management Officials.

2. The Tribal Gaming Commission shall have primary responsibility for the on-site regulation, control and security of the gaming authorized by this Compact, and for the enforcement of this Compact on Tribal Lands. The Tribal Gaming Commission's role shall include the following functions:

   a. Ensure compliance with all relevant laws, Compact provisions, regulations, internal controls, policies and procedures that are applicable to the operation of gaming activities on Tribal lands;

   b. Ensure the physical safety of patrons in the Gaming Facility, and of personnel employed by the Tribal Gaming Operation;

c. Safeguard the assets transported to and from and within the Gaming Facility;

d. Protect Gaming Facility patrons and property from illegal activity;

e. Detain persons suspected of crimes for the purpose of notifying appropriate law enforcement authorities;

f. Record any and all unusual occurrences within the Gaming Facility in indelible ink in a bound notebook from which pages cannot be removed, and each side of each page of which is sequentially numbered, as follows:

(1) The assigned sequential number of the incident;

(2) The date;

(3) The time;

(4) The nature of the incident;

(5) The person involved in the incident; and

(6) The security employee assigned;

g. Maintain logs relating to surveillance, security, cashier's cage, credit, video lottery terminals (showing when video machines opened), and video lottery terminal location;

h. Establish and maintain an updated list of persons barred from the Gaming Facility either because of their criminal history or because their association with career offenders or career offender organizations poses a threat to the honesty, security and integrity of gaming operations, and furnish that list to the Oregon State Police;

i. Obtain an annual audit by a Certified Public Accountant;

j. Ensure that a closed circuit television system is maintained in the cash room of the Gaming Facility and that copies of floor plan and TV system are provided to the Oregon State Police;

k. Ensure that a cashier's cage is maintained in accordance with industry standards for security;

l. Ensure that sufficient security personnel are employed and trained;

m. Establish a method for resolving disputes with players; and

n. Ensure that surveillance equipment and personnel are managed and controlled independently of management of the Gaming Facility.

3. Tribal Gaming Inspector.

a. Tribal Gaming Inspectors, as agents of the Tribal Gaming Commission, shall inspect the Gaming Facility at random during all hours of gaming operation, and shall have immediate access to any and all areas of the Gaming Facility for the purpose of ensuring compliance with the provisions of this Compact and Tribal ordinances, and regulations governing gaming. Any material violations of the provisions of this Compact, or of Tribal ordinances or regulations by the Tribal Gaming Operation, a gaming employee, or any person on the premises whether or not associated with the Gaming Facility, shall be reported immediately to the Tribal Gaming Commission.

The Tribal Gaming Commission shall report such violations to the Oregon State Police within seventy-two (72) hours of the time the violation was noted. For purposes of this subparagraph, a violation of the provisions of this Compact or of Tribal ordinances or regulations governing those matters identified in subparagraph c. of this paragraph are material violations.

b. The Tribal Gaming Commission may designate any individual or individuals to perform the duties of Tribal Gaming Inspector, so long as each inspector performs those duties independently of the management of the Tribal Gaming Operation, and is supervised and evaluated by the Tribal Gaming Commission as to the performance of those duties.

c. Tribal Gaming Inspectors shall monitor compliance with the requirements of applicable law, this Compact, regulations, internal controls, policies and procedures, including but not limited to:

(1) Observe for compliance, on a monthly basis or more frequently as determined by the Tribal Gaming Commission, at least four of the following:

(a) Sensitive gaming inventories;

(b) VLT or table game drop;

(c) Soft count;

(d) Security and surveillance logs;

(e) Movement of cash within, into and outside the Gaming Facility;

(f) Surveillance procedures;

(g) Security procedures;

(h) Games controls;

(i) Integrity of VLT E-proms.

(2) Investigate any potential violations of the provisions of this Compact, and applicable regulations, internal controls, policies and procedures.

(3) Investigate any cash variance greater than $100, and report the findings to the Tribal Gaming Commission, which shall report such variances to the Oregon State Police.

(4) Investigate customer disputes related to gaming that involve more than $500 and that are not resolved by management of the Tribal Gaming Operation.

(5) Report to the Tribal Gaming Commission, which shall report to the Oregon State Police, any criminal or regulatory issues that may affect the fairness, integrity, security and honesty of the Tribe's Class III gaming activities.

4. Investigations and Sanctions. The Tribal Gaming Commission shall investigate any reported violation of the Compact provisions and shall require the Gaming Facility to correct actual violations upon such terms and conditions as the Tribal Gaming Commission deems to be necessary. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions within the jurisdiction of the Tribe against a gaming employee, or any other person directly or indirectly involved in, or benefitting from, the Tribe's Class III gaming activities.

5. Reporting to State. The Tribal Gaming Commission shall forward copies of all completed investigation reports and final dispositions to the Oregon State Police on a continuing basis. If requested by the Tribal Gaming Commission, the Oregon State Police shall assist in any investigation initiated by the Tribal Gaming Commission, and provide other requested services to ensure proper compliance with the provisions of this Compact, Tribal ordinances and regulations or applicable laws of the State.

B. State Enforcement of Compact Provisions.

1. Monitoring. The Oregon State Police is authorized hereby to monitor the Tribe's Class III gaming activities to ensure that they are conducted in compliance with the provisions of this Compact. The Tribe and the State agree that the Oregon State Police must determine the manner in which it monitors the Tribe's Class III gaming activities independently of any influence or control by the Tribe. The Tribe may request removal of a State law enforcement officer or monitor on the basis of malfeasance, abuse of authority, or conduct disrespectful of Tribal institutions or culture. Effective performance of the officer's or monitor's duties shall not be a basis for disapproval. The Oregon State Police, and other State officers designated in writing as provided in Section 14 of this Compact, shall have free and unrestricted access to all areas of the Gaming Facility during normal operating hours without giving prior notice to the Tribal Gaming Operation. The Tribe agrees that the Oregon State Police monitoring function includes the activities identified in this Compact, any amendments hereto and any memoranda of understanding entered into pursuant to this Compact, and that the actual, reasonable and necessary cost of monitoring activities shall be assessed to the Tribe as provided in Section 10 of this Compact. In addition to the Oregon State Police's regular monitoring functions, the Tribe agrees that the Oregon State Police may conduct the following activities, the cost of which shall also be assessed to the Tribe as provided in Section 10 of this Compact:

(a) An annual comprehensive Compact compliance review, which shall be planned and conducted jointly with the Tribal Gaming Commission, of the Tribe's Class III gaming activities to verify compliance with the requirements of this Compact and with the regulations and internal controls adopted by the Tribal Gaming Commission, including at a minimum, review in the following areas: administrative controls (gaming management internal controls), gaming operations controls, drop boxes, station inventories, surveillance department controls, cashier cage controls, count room controls (security and surveillance), accounting department controls (security), general controls (Compact regulatory requirements), blackjack controls, VLT controls, accounts payable, employee identification, gaming chip inventory for gaming floor and cage, physical examination of all class III gaming cards, chips, e-proms, paper stock, printers, keno balls, fill slips, video gaming devices, keno controls, off-track betting and security department controls;

(b) Periodic review of any part of the Tribe's Class III gaming activities in order to verify compliance with the requirements of this Compact and with the regulations, internal controls and minimum standards;

(c) Investigation of possible violations of this Compact or other gaming regulatory matters, whether discovered during the action, review, or inspection by the State during its monitoring activities, or otherwise;

(d) Investigation of possible criminal law violations that involve the conduct of gaming whether discovered during the action, review, or inspection by the State during its monitoring activities, or otherwise;

(e) Periodic review of any contracts between the Tribe and suppliers, vendors or contractors that provide non-gaming goods or services to the Gaming Facility. The Oregon State Police will report any concerns about a particular supplier, contractor or vendor to the Tribal Gaming Commission before taking any action.

2. The Tribe agrees that if any Class III gaming activities are conducted or intermingled in such a way that they are inseparable from Class II gaming activities, such as surveillance of both Class III and Class II gaming operations by a single surveillance department, the Oregon State Police shall have full access to both for purposes of carrying out the duties of the Oregon State Police with respect to Class III gaming under this Compact.

3. Access to Records.

(a) The Tribe agrees that the Oregon State Police shall have the right to inspect and copy, during normal business hours, and upon reasonable notice, any and all Tribal records pertaining to the operation, management, or regulation of Class III Gaming by the Tribe, whether those records are prepared or maintained by the Tribe, the Tribal Gaming Commission or the Tribal Gaming Operation. Any records or copies removed from the premises shall be returned to the Tribe immediately after use.

(b) The State acknowledges that records created and maintained by the Tribe, the Tribal Gaming Commission or the Tribal Gaming Operation belong to the Tribe.

(c) The Tribe acknowledges that any records created or maintained by the State, including any records created or maintained in connection with the performance of the State's duties and functions under this Compact, belong to the State and are fully subject to the State Public Records Law, ORS 192.410 to 192.505. Any information concerning the Tribe's Class III gaming operation that is contained in state records may be subject to disclosure under ORS 192.410 to 192.505 unless the State would be permitted to withhold that information from disclosure under ORS 192.410 to 192.505. Examples of the kind of information that may be withheld from disclosure by the State under appropriate circumstances include:

(1) "Trade secrets" as defined in ORS 192.501(2).

(2) Investigatory information compiled for criminal law purposes as described in ORS 192.501(3).

(3) Information submitted in confidence, as provided in ORS 192.502(3).

(4) Any information the disclosure of which is specifically prohibited by state or federal law.

(d) Applications submitted to and retained by the Oregon State Police for Class III gaming licenses are State records and may be subject to disclosure under ORS 192.410 to 192.505 unless the State would be permitted to withhold that information from disclosure under ORS 192.410 to 192.505.

(e) Information about the Tribe's Class III gaming activities, whether obtained from the Tribe or from any other source, that is included in a document prepared, owned, used or retained by the State in connection with its duties and functions under this Compact may be subject to disclosure under ORS 192.410 to 192.505 unless the State would be permitted to withhold that information from disclosure under ORS 192.410 to 192.505.

(f) The Tribe has agreed to allow the Oregon State Police access to sensitive financial, security and surveillance information that the Tribe considers confidential. The State acknowledges that the Tribe has voluntarily given the State access to this information and that the Tribe would not otherwise be required by law to do so. The State acknowledges that this information should reasonably be considered confidential. To the extent such information is included in any State records that are subject to disclosure, the State hereby obliges itself not to disclose this information when the public interest, including the public interest in maintaining the honesty, integrity, fairness and security of the Tribe's Class III gaming activities, would suffer by such disclosure.

(g) The State agrees to notify the Tribe promptly of any request for disclosure of documents containing information about the Tribe's Class III gaming activities. If the State decides to release any documents that contain information about the Tribe's Class III gaming activities, the State will notify the Tribe at least five (5) working days before any disclosure is made.

(h) The parties agree that any dispute as to the disclosure of documents under the Public Records Law or under this subsection shall first be brought in state court.

(i) Nothing in this subsection precludes the State or the Tribe from disclosing information pursuant to state, tribal or federal rules of civil procedure or evidence in connection with litigation, a prosecution or a criminal investigation.

4. Investigation Reports. After completion of any inspection or investigation report, the Oregon State Police shall provide a copy of the report to the Tribal Gaming Commission.

SECTION 10. TRIBAL PAYMENT OF COSTS FOR OVERSIGHT; CONTRIBUTION FOR PUBLIC BENEFIT.

A. Assessment for State Regulatory and Law Enforcement Costs

1. The maximum number of direct service hours that will be necessary for the Oregon State Police to perform its routine monitoring duties and functions under this Compact (including the annual comprehensive compact compliance review) based on the maximum number of gaming devices allowed under this Compact, is 3028 hours per fiscal year. The maximum number of direct service hours for routine monitoring shall be adjusted for new games as provided in Exhibit II to this Compact.

2. On July 1 of each year, the Tribe shall prepay an assessment to compensate the Oregon State Police for the costs of regulatory and law enforcement activities to be performed by the Oregon State Police under this Compact for the ensuing fiscal year. The Tribe may elect to pay the annual assessment in quarterly installments, on July 1, September 1, January 1 and April 1 of each fiscal year.

3. The Tribe's annual assessment shall be calculated by multiplying the Oregon State Police legislatively approved budget for the fiscal year times the ratio that the number of direct service hours of monitoring activity calculated as provided in Exhibit II to this Compact based on the actual number of gaming devices on the gaming floor at the beginning of the fiscal year bears to the total number of direct service hours of monitoring activity calculated for all tribes that are operating gaming facilities in this State based on the actual number of gaming devices on the gaming floors for all tribes that are operating gaming facilities in this State at the beginning of the fiscal year. Costs included in the legislatively approved budget are salaries, benefits, services and supplies, capital outlay, administrative supervision and support, vehicle and equipment lease or rental expenses, training costs, legal services charges, bookkeeping expenses, and all other expenses of the Oregon State Police Tribal Gaming Section.

4. If the Tribe elects to pay the annual assessment in quarterly installments, the Tribe shall be credited, for the second, third and fourth installment payments during the fiscal year, for its proportionate share of any fees paid to the Oregon State Police for vendor or employee licensing investigations during the preceding calendar quarter. The amount of any quarterly installment due may be recalculated by the Oregon State Police if there is a change of more than twenty-five percent of the number of gaming devices on the gaming floor of any Tribe during the fiscal year.

5. During the fiscal year, the Oregon State Police shall account for all activities performed pursuant to this Compact on an hourly basis. For purposes of this accounting, the Oregon State Police shall calculate an hourly rate that is sufficient to allow the State to recover the total amount of the legislatively approved budget for tribal gaming regulation from all tribes that are operating gaming facilities in the state.

The cost of all employee background investigations, all criminal and regulatory investigations, and any consulting or gaming related services requested by the Tribe that are not required by this Compact or by a memorandum of understanding under this Compact and all recoverable expenses shall be charged against the Tribe's prepaid assessment amount, quarterly during the fiscal year. All recoverable expenses charged to the Tribe shall be properly accounted for and documentation of these expenses shall be made available to the Tribe upon request.

6. At the end of each fiscal year, the Oregon State Police shall determine the amount of the legislatively approved budget for the fiscal year that has not been charged under paragraph 4 of this subsection. The remainder of the legislatively approved budget for the fiscal year shall constitute the total assessment against all tribes that operated gaming facilities in this State during the year for routine monitoring (including comprehensive compact compliance reviews). The total assessment for routine monitoring shall then be divided among the tribes based on the actual number of hours of monitoring activity performed with respect to each of them. The final charge to the Tribe under this paragraph for the fiscal year shall be the cost of routine monitoring activities and all comprehensive compact compliance reviews. If the Tribe's prepaid assessments exceed the sum of the charges to the Tribe under paragraph 5 of this subsection and this paragraph, credit shall be given against the Tribe's assessment for the next fiscal year. If the Tribe's prepaid assessments are less than the sum of the charges to the Tribe under paragraph 5 of this subsection and this paragraph, the Tribe shall pay the difference.

7. As used in this subsection:

   a. "Investigation" means any activity performed by Oregon State Police because of the occurrence of a specific incident or event, and includes activity performed to determine whether there has been a violation of gaming related criminal law or any gaming regulation.

   b. "Monitoring" means any activity performed during routine review of Tribal gaming operations pursuant to this Compact, but does not include investigations.

   c. "Direct Service Hours" means the actual time spent by Oregon State Police personnel in performing employee background checks, performing background checks on Class III Gaming Contractors (unless paid by the Class III Gaming Contractor), performing Compact monitoring functions (including the annual comprehensive compact compliance review), conducting an investigation, and traveling to and from the Gaming Facility or the site of a Class III Gaming Contractor background investigation, for the Tribe.

   d. "Recoverable Expenses" means charges paid by the Oregon State Police for processing fingerprint cards, for processing credit history checks, and actual per diem expenses (transportation, lodging, food) and other actual expenses incurred by Oregon State Police personnel in connection with performance of their duties under this Compact.

e. "Fiscal Year" means the State's fiscal year which begins July 1 and ends June 30.

8. If the Tribe disputes the amount of the assessments under this subsection, such dispute shall be resolved pursuant to Section 16 of this Compact.

B. Creation and Maintenance of Community Benefit Fund.

1. Establishment of Fund. The Tribe agrees to establish a Fund within 90 (ninety) days after execution and final federal approval of this Compact. Beginning in the first calendar quarter after the Tribe implements any of the new games described in subsection 4.B. of this Compact, the Tribe will contribute to the Fund, from the proceeds of the Gaming Facility, an amount calculated as provided in paragraph 4 below. The Tribe, in its discretion, may choose to make its contributions quarterly or annually. The Tribe shall name the Fund.

2. Fund Administration.

a. The assets of the Fund shall be expended for the benefit of the public within Douglas, Jackson, Klamath, Coos, Josephine, Lane and Deschutes counties. Grants from the Fund may be made to charitable organizations in the above counties, to the Tribe, or to local government bodies within the county within whose boundaries the Cow Creek Reservation is located (Douglas) for any of the following purposes: education, health, public safety, gambling addiction prevention, education and treatment, the arts, the environment, cultural activities, historic preservation and such other charitable purposes as may be provided in the by-laws of the Fund.

b. The Fund will be administered by a board of eight trustees. Each trustee shall have an equal vote on actions of the board.

c. The trustees of the Fund shall establish by-laws governing the conduct and discharge of their responsibilities not inconsistent with the terms of this subsection.

d. The Tribe shall submit proposals for grants from the Fund to the trustees, who shall make the final determination of the proposals to be funded in accordance with the by-laws. Grants shall be made on the basis of merit. The trustees may reserve a portion of the Fund in a single year to fund a multi-year grant or grants.

3. Qualifications, Term and Selection of Trustees.

a. The membership of the board of trustees shall be:

(1) Three members of the Tribal Board of Directors of the Cow Creek Band of Umpqua Tribe of Indians, appointed by the Tribe;

(2) One representative of the Seven Feathers Gaming Corporation (or its successor), appointed by the Tribe;

(3) Three trustees appointed by the Tribe from a list of candidates nominated by the Tribal Board of Directors in consultation with the Governor of the State;

(4) One member of the public at large, appointed by the Governor of the State.

b. Except for the trustees who are members of the Tribal Board of Directors, each trustee must reside in Douglas County.

c. Except for the initial board, trustees shall serve two-year terms and may be removed before the end of their terms only for cause by the appointing authority. The initial board shall serve as follows: The three members of the Tribal Board of Directors and the representative of Seven Feathers Gaming Corporation shall serve for two years; the remaining members of the initial board shall serve for one year. Trustees may be reappointed. Vacancies on the board of trustees shall be filled within thirty days by the appropriate appointing authority. Any trustee whose term has expired shall continue to serve until a successor has been appointed.

4. Calculation of Fund Contribution. The Tribe's annual contribution to the Fund shall be based upon the Gaming Facility's net income from Class III Gaming as shown in the audited financial statement of the Gaming Facility for the fiscal year ending before the contribution is made. The contribution shall be calculated as follows:

a. Deduct from the Gaming Facility's net income from Class III Gaming before tribal taxes, and excluding any payment for Oregon State Police assessments, for the prior calendar year, the amount paid by the Tribe for Oregon State Police Part A assess-ments for the State's fiscal year ending the preceding June 30.

b. Multiply the result in subparagraph a. of this paragraph by 6 per cent. The product shall be the Tribe's base community benefit contribution.

c. Deduct from the base community benefit contribution the amount paid by the Tribe for Oregon State Police Part B assessments for the State's fiscal year ending the preceding June 30. An amount equal to the difference is the amount of the annual contribution to the Fund.

5. For purposes of this subsection:

   a. Oregon State Police assessment Part A includes the cost of all employee background investigations, all criminal and regulatory investigations, and any consulting or gaming related services requested by the Tribe that are not required by this Compact or by a memorandum of understanding under this Compact.

   b. Oregon State Police assessment Part B includes the cost of routine monitoring activities and all comprehensive compact compliance reviews.

6. For purposes of determining the Gaming Facility's net income from Class III Gaming, the Tribal Gaming Operation shall obtain an unqualified audit opinion that the financial statement fairly reflects the Gaming Facility's financial position from an independent public accounting firm mutually acceptable to the State and the Tribe and engaged by the Tribe for the purpose. The determination of the net income of the Gaming Facility is subject to review by the State at its own expense. For purposes of this paragraph 10.B.6., the State may act through the Oregon State Police or through an official designated as provided in Section 14 of this Compact.

7. Termination or Modification of Fund Contributions. The Tribe's contributions to the community benefit fund established as described in subsection B of this section may be discontinued if the Oregon Constitution is amended to remove the prohibition of casinos in the State. The Tribe and the State agree that if the Tribe is prohibited for any reason from offering blackjack or any of the Class III games listed in paragraphs 1 or 2 of subsection B of section 7 of this Compact, the parties shall enter into negotiations to establish how the community benefit fund contribution provided for in this subsection shall be adjusted to reflect the impact of the discontinuation of those games on the net income of the Gaming Facility.

SECTION 11. APPLICATION OF STATE REGULATORY STANDARDS.

A. Health, Safety and Environmental Standards.

1. The Tribe agrees to adopt and enforce ordinances and regulations governing health, safety and environmental standards applicable to the Gaming Facility that are at least as rigorous as comparable standards imposed by the laws and regulations of the State. The Tribe agrees to cooperate with any State agency generally responsible for enforcement of such health, safety and environmental standards outside Indian lands in order to assure compliance with such standards within the Gaming Facility. However, the Tribe shall have the exclusive regulatory jurisdiction over the enforcement of health, safety and environmental standards applicable to the Gaming Facility. The Tribe shall use its regulatory jurisdiction to assure that health, safety and environmental standards are met. Tribal ordinances and regulations governing water discharges from the Gaming Facility shall be at least as rigorous as standards generally imposed by the laws and regulations of the State relating to public facilities; provided, however, that to the extent that federal water discharge standards specifically applicable to the Tribal lands would preempt such State standards, then such federal standards shall govern.

2. Upon request by the State, the Tribe agrees to provide evidence satisfactory to the State that any new construction, renovation or alteration of the Gaming Facility performed after the effective date of this Compact satisfies applicable Tribal health, safety and environmental standards. The Tribe may choose to demonstrate that it has satisfied this section by providing a certificate or other evidence of compliance from an appropriate federal, State, or local official responsible for enforcement of comparable standards.

3. As used in this subsection, "health, safety and environmental standards" include but are not limited to structural standards, fire and life safety standards, water quality and discharge standards, food handling standards, and any other standards that are generally applicable under state or federal law to a non-tribal facility that is open to the public for purposes of protecting the public within the facility. "Health, safety and environmental standards" does not include land use regulations or zoning laws.

4. If the State has a specific concern about the Tribe's regulation of health, safety or environmental standards at the Gaming Facility, the State may notify the Tribe in the manner provided in paragraph 5 of this subsection, asking to meet and confer within a time that is reasonable under the circumstances and specified in the notice. The State and the Tribe agree to meet and confer about the concern within the time requested by the State. If, after the State and the Tribe have met and conferred, the State's concern has not been satisfactorily addressed, the State may designate an appropriate inspector, who is acceptable to the Tribe, to verify compliance with this subsection. An inspector so designated may conduct an inspection only pursuant to a written directive from the State. Any inspector designated by the State shall be professional, objective and competent for the purpose.

The Tribe may object to any particular inspector if that inspector has shown disrespect for tribal culture or institutions. The Tribe's acceptance of an inspector will not be unreasonably withheld. If the State asserts that the Tribe is in breach of this subsection, and that the breach creates an immediate and substantial threat to the health or safety of the patrons or employees of the Gaming Facility, the Tribe agrees to take such steps as are reasonable and necessary to protect the public or employees until the breach is remedied. Resolution of any dispute as to what steps are necessary shall be conducted in the same manner as and under the principles and procedures established for resolution of operating disputes in section 6 of this Compact.

5. Written notices, designations or directives given under this subsection 11.A. shall be directed to the Tribal Chairperson by the Governor or by a person designated as provided in Section 14 of this Compact.

6. The State and the Tribe agree that each will share with the other all pertinent regulatory information, including inspection reports.

B. Traffic standards. The Tribe shall provide access from its Gaming Facility onto the public road known as "Old Highway 99" that is adequate to meet standards of the Oregon Department of Transportation or shall enter into agreements with the Oregon Department of Transportation for the provision of such access by the State, including provisions for compensation by the Tribe for some portion of the costs incurred by the State in constructing such improvements to the public highway, including traffic control signals, as may be necessary.

C. The Tribe shall report to the Oregon Department of Revenue gambling winnings paid to any person subject to Oregon Personal Income Tax on those winnings whenever the Tribe would be required to report those winnings to the Internal Revenue Service. The information shall be reported in a manner reasonably requested by the Oregon Department of Revenue. The Tribe agrees that the management of the Gaming Facility will withhold and remit personal income taxes from employee wages to the Oregon Department of Revenue in the manner prescribed by the Department of Revenue.

D. If local government officials believe that an off-Indian land public safety problem has been created by the existence of the Gaming Facility, the Tribe, or its designated representative, shall meet with the mayor or county commission of the affected government to develop mutually agreeable measures to alleviate the problem. The burden shall be on the local government officials to demonstrate that the public safety problem is directly attributable to the existence of the Gaming Facility. If an off-Indian land public safety problem has in fact been created by the existence of the Gaming Facility, the Tribe shall undertake to perform any reasonable and mutually agreeable measures to alleviate the problem. If the Tribe and local government officials are unable to agree on measures to alleviate the problem, the State may initiate the dispute resolution process established in Section 16 of this Compact.

SECTION 12. EFFECTIVE DATE; TERMINATION; AMENDMENTS.

A. Effective Date. This Compact shall become effective upon execution by the State and by the Tribe and appropriate federal approval.

B. Termination. This Compact shall remain in effect until such time as:

1. This Compact is terminated by written agreement of both parties;

2. The State amends its Constitution or laws to criminally prohibit within the State conduct of all of the Class III gaming authorized by this Compact, whether for profit or not for profit;

3. A court of competent authority makes a final determination that all of the Class III games authorized by this Compact are criminally prohibited under the law of the State, and the determination has become final and enforceable;

4. The federal government amends or repeals IGRA so that a Compact is no longer required for the Tribe's exercise of Class III gaming; or

5. Either party materially breaches this Compact; but only after the dispute resolution process set forth in Section 16 of this Compact has been exhausted, and the breach has continued for a period of 60 days after written notice following the conclusion of the dispute resolution process.

C. Automatic Amendment.

1. If a type of Class III game authorized under Section 4 of this Compact is criminally prohibited by an amendment to State statute or Constitution, this Compact shall no longer authorize the Tribe to engage in that type of Class III game, and any provisions in this Compact authorizing such Class III game shall be void and of no effect as to that Class III game.

2. If a court decides that a Class III game authorized under this Compact is criminally prohibited, this Compact shall no longer authorize the Tribe to engage in that type of Class III game, and any provisions in this Compact authorizing such Class III game shall be void and of no effect as to that Class III game.

3. If a type of Class III game authorized is prohibited as provided in paragraphs 1 or 2 of this subsection, the Tribe shall be required to cease operating that Class III game only if and under the same circumstances and conditions as the State or any other affected person must cease operating the corresponding game.

D. Amendments.

1. Except as provided in subsection 12.C. above, this Compact shall not be amended unless one of the following conditions occur:

   a. The State becomes a party to another tribal-state Compact that authorizes a tribe other than the Cow Creek Band of Umpqua Tribe of Indians to engage in any Class III gaming activity or scope of gaming activity not permitted under the terms of this Compact;

b. One year elapses after the date this Compact is approved by the Secretary of the Interior;

c. The State amends State statute or Constitution to expand the type of Class III gaming permitted in the State for any purpose by any person, organization, or entity.

2. Paragraph 12.D.1.above does not authorize the Tribe to renegotiate the terms of this Compact applicable to forms of gaming authorized by Section 4 of this Compact, except to the extent that the State voluntarily consents to such renegotiation or as is otherwise provided for in this Compact.

3. Pursuant to paragraph 12.D.1., the State or the Tribe may by appropriate and lawful means, request negotiations to amend, replace or repeal this Compact. In the event of a request for renegotiation or the negotiation of a new agreement, this Compact shall remain in effect until renegotiated or replaced, unless sooner terminated under subsection 12.B. Such request to renegotiate shall be in writing and shall be sent by certified mail to the Governor of the State or the Chair of the Tribe at the appropriate office identified at Section 14 below. If a request is made by the Tribe, it shall be treated as a request to negotiate pursuant to IGRA. All procedures and remedies available under IGRA shall thereafter apply with the exception that the 180-day period for negotiation set forth at 25 U.S.C. 2710(d) shall be 100 days.

SECTION 13. DISCLAIMERS AND WAIVERS.

A. Gaming at Another Location or Facility. The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any other location or facility, unless another Tribe that is operating a gaming facility in this State as of December 31, 1996, signs a Compact that authorizes that Tribe to operate more than one gaming facility simultaneously, or is otherwise authorized to operate more than one gaming facility simultaneously.

B. Status of Class II Gaming. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in IGRA or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.

C. Prohibition on taxation by the State. Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge or assessment upon the Tribe or the Tribe's Class III gaming activities except for charges expressly authorized in accordance with this Compact.

D. Preservation of Tribal Self-Government. Nothing in this Compact shall be deemed to authorize the State to regulate in any manner the government of the Tribe, including the Tribal Gaming Commission, or to interfere in any manner with the Tribe's selection of its governmental officers including members of the Tribal Gaming Commission. No licensing or registration requirement contemplated by this Compact shall be applicable to such officers with respect to their capacity as officers of the Tribe.

E. This Compact is exclusively for the benefit of and governs only the respective authorities of and the relations between the Tribe and the State. Nothing in this Compact shall be construed as creating or granting any rights to any third party, or as establishing any objection or defense for any third party to any charge, offense or prosecution.

F. The Tribe and the State agree that any activities that must be performed under this Compact to prepare for implementation of any new games authorized under Section 4 may be undertaken before the Secretary of the Interior approves this Compact.

SECTION 14. NOTICES.

A. All notices required or authorized to be served to the Oregon State Police shall be served by first class mail at the following address:

Captain
Oregon State Police
Gaming Enforcement Division
400 Public Service Building
Salem, OR 97310

B. All other notices required or authorized to be served shall be served by first class mail at the following addresses:

Legal Counsel to the Governor
Office of the Governor
160 State Capitol
Salem, OR 97310

Tribal Chairperson
Cow Creek Tribe
2400 Stewart Parkway, Suite 300
Roseburg, OR 97470

C. For the purposes of subsection 5.B., subsection 6.B., paragraph 9.B.1., paragraph 10.B.6., subsection 11.A., or subsection 16.A. of this Compact, in each instance in which the State may designate an official outside the Oregon State Police to take action under this Compact, the designation shall be made by the Governor in writing, or by a person who, in that instance, the Governor has named in writing to make the designation. Such designations shall name the official and the specific purpose for which the official is being designated, and shall be directed to the Tribal Chairperson.

SECTION 15. SEVERABILITY.

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity is held invalid, it is the intent of the parties that the remaining sections of the Compact and the remaining applications of such section or provision shall continue in full force and effect.

SECTION 16. DISPUTE RESOLUTION.

A. At the discretion of either party, in the event either party believes that the other party has failed to comply with any requirement of the Compact, that party may invoke the following dispute resolution procedure in order to foster cooperation and avoid the costs of litigation:

1. The party asserting noncompliance shall serve written notice on the other party in the manner provided in section 14. The notice shall identify the specific provision of the Compact alleged to have been violated and shall specify the factual basis for the alleged noncompliance. Designated representatives of the State and the Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute. The State's representative shall be designated as provided in section 14 of this Compact.

2. In the event the dispute is not resolved to the satisfaction of the parties within ninety (90) days after service of notice, either party may initiate an action against the other party in the United States District Court for the District of Oregon to interpret or enforce the provisions of this Compact. In the event that the Federal court declines jurisdiction, an action can be filed in a court of competent jurisdiction to interpret or enforce the provisions of this Compact.

B. Nothing in subsection 16.A. shall be construed to waive, limit or restrict any remedy that is otherwise available to either party to enforce the provisions of this Compact, protect their rights and assets or limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution.

C. With respect to gaming not authorized by this Compact, nothing in this Compact shall be construed to limit the authority of the State or the federal government to take immediate action to enforce and prosecute the gambling laws of the State and the United States pursuant to 18 USC §1166 (Section 23 of IGRA).

SECTION 17. INTEGRATION

This Compact is the complete and exclusive expression of the parties' intent with regard to the subject matter hereof.

EXECUTED as of the date and year above-written.

STATE OF OREGON

John Kitzhaber, Governor

Date: 25 April, 1997

COW CREEK BAND OF UMPQUA TRIBE OF INDIANS

Sue M. Shaffer, Tribal Chair

Date: 4-22-, 1997

APPROVED BY THE ASSISTANT SECRETARY - INDIAN AFFAIRS

By: Ada E. Deer
ADA E. DEER

Date: 6-19-97, 1997

ORIGINAL