United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

MAY 1 2 2006

TAKE PRIDE IN AMERICA

COPY

Honorable Cheryle A. Kennedy
Chairperson, Confederated Tribes of the
Grand Ronde Community of Oregon
9615 Grand Ronde Road
Grand Ronde, Oregon 97347-0038

Dear Chairperson Kennedy:

On March 29, 2006, we received the Amended and Restated Tribal-State Gaming Compact (Compact) between the Confederated Tribes of the Grand Ronde Community of Oregon (Tribe) and the state of Oregon (State). We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Compact. This Compact shall take effect when the notice of our approval pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the Federal Register.

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

Sincerely,

Acting Deputy Assistant Secretary
for Policy & Economic Development

Enclosure

Identical Letter Sent to: Honorable Theodore R. Kulongoski
Governor, state of Oregon

AMENDED AND RESTATED
TRIBAL-STATE COMPACT FOR REGULATION
OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON AND
THE STATE OF OREGON

March 2006

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AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON AND THE STATE OF OREGON

PREAMBLE.

This Amended and Restated Compact ("Compact") is made between the State of Oregon (hereinafter "State") and the Confederated Tribes of the Grand Ronde Community of Oregon (hereinafter the "Tribe") and pertains to Class III gaming conducted on Indian lands as defined in 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 28th day of March, 2006, by and between The Confederated Tribes of the Grand Ronde Community of Oregon, a federally recognized Indian Tribe, and the State of Oregon. Upon execution by the parties and approval by the Secretary of the Interior, this Compact replaces the Amended and Restated Compact entered into between the parties on January 10, 1997, and approved by the Secretary of the Interior on February 26, 1997, and Amendment I entered into between the parties on August 2, 2001, and approved by the Secretary of the Interior on September 19, 2001.

SECTION 2. FINDINGS.

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

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, the Tribal public policy, as reflected in the Tribe's Constitution and ordinances adopted by the Tribe, is "to form a better tribal organization, secure the rights and powers inherent in our sovereign status and guaranteed to us by federal law, preserve our culture and tribal identity, promote the social and economic welfare of our people, protect and develop our common resources, maintain peace and order, and safeguard individual rights";

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

AND WHEREAS, the gaming location is on land described in 25 USC §2719(b)(1)(B)(iii);

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 the gaming revenues, and to ensure that gaming is conducted fairly and honestly by both the operators and players;

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

AND WHEREAS, public confidence and trust can be maintained only if there is strict compliance with laws and regulations related to licensed gaming establishments, by all persons involved in the gaming operation;

AND WHEREAS, the relationship between the State and the Tribe rests on mutual trust and the recognition that each has a primary 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 Indian gaming in the State of Oregon will be funded by the Oregon Indian gaming tribes;

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

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

AND WHEREAS, IGRA provides that Class III gaming activities are lawful on Indian 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 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 other activities or as an abrogation of other 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 Resolutions adopted by its Tribal Council;

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 Exhibit:

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

B. "Certification" means the inspection process identified in the Tribal/State Minimum Internal Control Standards used to approve gaming equipment for use in the Gaming Facility.

C. "Class III Gaming Contractor" is any individual, business or other entity that applies for or has a license for a Major or Sensitive Procurement.

D. "Controlling Interest" means fifteen percent (15%) or more of the equity ownership of a company.

E. "Consultant" means any person, other than an employee, who provides advice or expertise to the Tribe concerning the operation or management 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 ninety (90) consecutive days in duration. Consultant also does not include attorneys, accountants, or political or public relations consultants performing legal, accounting, political or public relations services.

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

G. "Gaming Facility" means the buildings and grounds upon which the Tribe conducts Class III gaming pursuant to this Compact, including any property used to store gaming equipment.

H. "Gaming Related Criminal Activity" means any conduct constituting a violation of ORS 167.167 (Cheating) and any other criminal activity involving any controlled item related to the operation of gaming, or used in the course of play of any Class III game. For purposes of this definition, "controlled item" means any item used in the play of a Class III game that requires secure storage or restricted access, including but not limited to: Class III playing cards, dice, VLT paper, gaming chips, keno balls, credit/fill slips, hand pay slips, and keys.

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

J. "High Security Employee" means any natural person who participates in the operation or management of the Class III Tribal Gaming Operation, whether employed by the Tribal Gaming Operation or by a person or entity providing on-site or off-site gaming operation or management services to the Tribal Gaming Operation, 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. "High Security Employee" also includes an individual gaming consultant providing services to the Class III Tribal Gaming Operation individually or through an entity which is solely owned, operated, and controlled by the individual consultant.

K. "Low Security Employee" 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.

L. "Major Procurement" means a procurement action or contract between the Tribal Gaming Operation and a manufacturer, supplier, consultant, or contractor, for goods, services or products used in, or directly affecting the honesty, integrity, security or fairness of, the operation of the Tribe's Class III gaming activities, and not specifically included in the definition of Sensitive Procurement. "Major Procurement" includes but is not limited to procurement actions or contracts:

1. For any goods, services or systems that are part of or related to a computerized system responsible for receiving, processing or recording data from Class III gaming activities or involved in the printing or validating of tickets used in any Class III gaming;

2. For any goods or services involving the receiving or recording of number selections or bets in any Class III gaming, including but not limited to on-line accounting systems, Keno systems, other random number generating systems and off-track betting systems;

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

4. For purchase, installation, or maintenance of surveillance systems or other equipment used in monitoring Class III gaming activities;

5. For video devices or other equipment used in Class III games;

6. For licenses to use a patented Class III game or game product.

M. "Oregon State Police" or "OSP" means the Gaming Enforcement Division, or that administrative unit of the Department of State Police (commonly referred to as the Oregon State Police) established under ORS 181.020, charged with gaming enforcement regulatory responsibilities, or its successor agency established by law.

N. "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.

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

1. Has administrative or high-level management responsibility for part or all of the 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 Class III gaming operations.

P. "Sensitive Procurement" means any procurement action or contract between the Tribal Gaming Operation and a manufacturer, supplier, consultant, or contractor, for goods, services or products used in or directly affecting the honesty, integrity, security, or

fairness of the operation of the Tribe's Class III gaming activities. Sensitive Procurement includes but is not limited to procurement actions or contracts (some of which may otherwise fall within the definition of Major Procurement but are hereby excluded from the definition of Major Procurement):

1. For Class III gaming equipment such as cards, dice, keno balls, roulette wheels, roulette balls, chips, tokens, keno and VLT paper, gaming tables, and table layouts;

2. For video lottery terminal replacement parts that affect the outcome of the game (bill acceptors, printers), and locks and keys for secure storage areas or gaming devices;

3. For accounting systems or surveillance systems to be used in the Tribe's Class III gaming activities (for the purpose of this section "systems" does not include the purchase of individual components within a system not directly related to Class III gaming);

4. For the design of surveillance systems;

5. For gaming consulting services (for the purposes of this section, "gaming consulting services" do not include services provided under contracts with attorneys, accountants, political or public relations consultants, or individual gaming consultants licensed as High Security Employees);

6. For any other goods or services that OSP and the Tribal Gaming Commission agree are a Sensitive Procurement.

Q. "Table game" means any Class III game allowed under this Compact except video lottery games played on Video Lottery Terminals, keno, off-race course mutuel wagering, and race book.

R. "Tribal Gaming Commission" or "Commission" means the entity established pursuant to Tribal law with independent authority to regulate gaming activities on Tribal lands.

S. "Tribal Gaming Operation" means the entity, whether or not separately incorporated, that is licensed by the Gaming Commission and that operates Class III gaming under Tribal authority, generates revenues, issues prizes and pays expenses in connection with Class III gaming authorized under this Compact.

T. "Tribal Gaming Ordinance" means the ordinance adopted by the Tribe to govern the conduct of gaming activities on Tribal lands, including amendments.

U. "Tribal/State Minimum Internal Control Standards" means the minimum internal control standards, dated January 1997, as amended through February 14, 2003, set forth in the Appendix to this Compact, and as modified or supplemented pursuant to subsection 8(A).

V. "Video Lottery Terminal" or "Terminal" means any electronic or other device, contrivance or machine where the game outcome decision-making portion of the overall assembly is microprocessor controlled wherein the ticket or game outcome is displayed on a video display screen, electronically controlled physical reels, or other electronic or electromechanical display mechanism and that is available for consumer play by one player at a time at the device 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 and which awards game credits. Such device shall also display both win amounts and current credits available for play to the player which are redeemable by a written statement or ticket redeemable for cash.

SECTION 4. AUTHORIZED CLASS III GAMING.

A. This Compact shall be the only Compact between the Tribe and State and any and all Class III gaming conducted in the Gaming Facility shall be pursuant to this Compact. The Tribe shall not offer any Class III games other than those authorized pursuant to 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, Caribbean Stud Poker, let-it-ride, and big 6 wheel. The Tribe may offer race bookmaking except that no wagers may be accepted by telephone.

   The Tribe may not offer sports bookmaking.

2. Subject to, and in compliance with, the provisions of this Compact, 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 subsection 4(B) must be pursuant to rules, procedures and internal controls for the new game at least as stringent as the Tribal/State Minimum Internal Control Standards.

3. Before the Tribe offers a new game under this subsection 4(B), the Tribe and the State must agree that the Tribe has adopted appropriate internal controls, surveillance plans, game rules and procedures, as provided in subsection 4(E), and that the Tribal Gaming Commission and OSP 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 by federal regulation as Class II activity shall not be subject to the provisions of this Compact. However, the Tribe agrees that if any Class II gaming activities are conducted or intermingled in such a way that they are inseparable from

Class III gaming activities, such as surveillance, those activities shall be considered as Class III for purposes of the regulatory authority of the State under this Compact.

5. No wagers may be placed or accepted via the Internet or by any telecommunications system or device, except to accomplish off-race course parimutuel wagering as permitted pursuant to state law.

C. Gaming Location. The Gaming Facility authorized by this Compact shall be marketed as one facility and must be located entirely on the Indian lands specifically described in Exhibit I to this Compact.

D. Number of Video Lottery Terminals.

1. The number of Class III video lottery games of chance authorized by this Compact shall not exceed 2000. Subject to other terms of this Compact, the Tribe may determine in its discretion the location and spacing of VLTs within the Gaming Facility.

2. The Tribe may acquire the rights to and operate some or all of the maximum number of VLTs another Oregon tribe is authorized to operate pursuant to a compact with the State, pursuant to and at such time as a VLT leasing plan is set forth in a Memorandum of Understanding executed by the Tribe and the State. The total number of VLT rights which may be acquired pursuant to such a leasing plan will be included in the terms of the Memorandum of Understanding, in addition to any other terms either the Tribe or State deem appropriate. VLTs operated pursuant to the Memorandum of Understanding shall not count towards the 2000 VLTs authorized under this Compact. The Memorandum of Understanding can be amended by the parties without amending this Compact.

3. The Tribe may transfer its rights to some or all of the 2000 VLTs authorized under this Compact to another Oregon tribe, pursuant to and at such time as a VLT leasing plan is set forth in a Memorandum of Understanding executed by the Tribe and the State, provided that the Tribe waives the right to operate that number of VLTs which it has so transferred during the time such rights are transferred. The Memorandum of Understanding can be amended by the parties without amending this Compact.

4. Storage. The Tribe may maintain VLTs in storage on Tribal land, so long as the total number of VLTs in operation and in storage does not exceed 110% of the authorized number of VLTs, and so long as the location and manner of storage is approved by OSP and OSP is provided access to the storage location.

E. Addition of Authorized Games at Gaming Facility.

1. Unless the parties agree to a shorter period, at least 60 days before any new game, including any variation that changes the basic structure of a previously approved

game, otherwise 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 meets the Tribal/State Minimum Internal Control Standards.

b. Require that the Tribal Gaming Operation provide appropriate training for all dealers, supervisors, surveillance personnel and any other employees involved in the conduct or regulation of the new game and for the persons who carry out the functions described in subsection 9(A)(3), 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. The Tribal Gaming Operation or the Tribal Gaming Commission, as appropriate, will notify OSP prior to beginning training and OSP may attend such training.

c. Ensure that the Tribal Gaming Operation establishes a security and surveillance plan for the new game that meets the Tribal/State Minimum Internal Control Standards.

d. Adopt rules of operation for the game that meet the Tribal/State Minimum Internal Control Standards, including rules of play and standards for equipment.

e. Notify OSP that the Tribe proposes to offer the new game to the public, and provide to OSP for review all of the internal controls, regulations, plans, procedures and rules required under this subsection 4(E)(1).

2. The Tribal Gaming Commission shall notify OSP if the Tribal Gaming Operation proposes to offer a side-bet (also known as a "bonus feature") to a licensed, approved Class III game by a licensed vendor.

a. The Tribal Gaming Commission shall provide OSP a copy of the description of the side-bet/bonus feature, equipment specifications (if any), payouts, maximum bet limit, rules establishing how the side-bet/bonus feature is played, proposed game rules and procedures, training curriculum, and surveillance plans (if required), and if any substantive modifications are made following the original proposal sent to OSP, the relevant documents reflecting the modifications.

b. OSP may offer comments on the proposed side-bet/bonus feature. OSP will be notified in writing of a proposal to place the side-bet/bonus feature on the Tribal Gaming Commission's agenda for approval no less than 10 days prior to the meeting.

3. Introduction of a bonus or side bet feature offered by a vendor not previously licensed pursuant to subsection 7(B) shall comply with the requirements listed in subsection 7(B)(1).

4. The Tribe shall establish wager limits for all games. The maximum wager for any Table Game or Counter Game, except for race book, existing at the Gaming Facility on the date this Amended and Restated Compact becomes effective shall be $1,000. The maximum wagers for race book shall be $5,500 for a straight bet and $500 for a parlay bet. Whenever a new Table Game or Counter Game, other than race book, is introduced, the Tribe shall establish an initial wager limit of $500 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 $1,000 be authorized. The State 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 the Tribal/State Minimum Internal Control Standards, the rules of operation of the game or with the terms of this subsection.

5. The Tribe may operate a maximum of 80 tables of Table Games.

6. The Tribe agrees to cooperate with State law enforcement on the investigation and prosecution of any Gaming Related Criminal Activity 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 the Gaming Facility or from any other tribal gaming facility in this State.

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 Tribal lands; the criminal laws of the State shall have the same force and effect on Tribal lands as they have on non-Tribal lands within the State.

2. If the Tribe authorizes the Tribal Court to hear criminal cases arising on Tribal lands, 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 is in operation on the Tribal lands, the enforcement of criminal laws at the Gaming Facility shall be established pursuant to and by a Memorandum of Understanding to be executed by the Tribe and OSP.

3. The Tribe and the State agree that local law enforcement officials are the first response for criminal or public safety issues that are not related to Gaming Related Criminal Activity. As between the OSP and local law enforcement officials, OSP shall have exclusive authority to investigate Gaming Related Criminal Activity.

Nothing in this subsection 5(A)(3) shall preclude the Tribe from requesting OSP assistance on any criminal or public safety issue.

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 State 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.

B. Except as provided in a Memorandum of Understanding executed in accordance with subsection 5(A)(2), law enforcement officers of the State of Oregon, or officers designated by the State, shall have free access to anywhere within the Gaming Facility and on Tribal lands 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 individuals acting on its behalf, shall provide State law enforcement officers or officers designated by the State access to locked and secure areas of the Gaming Facility in accordance with the regulations for the operation and management of the Tribal Gaming Operation.

C. Nothing in this Compact shall be construed to affect the civil or criminal jurisdiction of the State under Public Law 83-280. The Tribe and the State agree that the criminal laws of the State 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 the Indian Gaming Regulatory Act.

SECTION 6. PRINCIPLES GOVERNING GAMING OPERATIONS DECISIONS.

A. The Tribe and the State agree that maintaining the honesty, integrity, fairness and security of the Tribal Gaming Operation 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 have the responsibility to protect the citizens of this State who patronize the Tribal Gaming Operation from any breach of security of the Tribal Gaming Operation. Accordingly, all decisions by the Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation, concerning regulation and operation of the Tribal Gaming Operation, 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 Tribal Gaming Operation, 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 Tribal Gaming Operation, the Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation shall work diligently and take all reasonably necessary affirmative steps to prevent cheating and theft, and to protect the gaming operations from the influence or control by any form of criminal activity or organization.

3. The honesty, integrity, fairness and security of the Tribal Gaming Operation shall be of paramount consideration in awarding contracts, licensing and hiring employees, and in making other business decisions concerning the operation of the gaming enterprise. The Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation shall make no decisions that compromise the honesty, integrity, fairness or security of the Tribal Gaming Operation.

4. Regulation and operation of the Tribe's 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 Tribal Gaming Operation.

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 gaming enterprise is inconsistent with the principles set forth in subsection 6(A), 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 concern is 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 17.

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 Tribal Gaming Operation, and believes that substantial harm will result during the time that would pass if the procedure established in subsection 6(B)(1)-(3) is followed, the State may give written notice to the Tribal Gaming Commission. 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 the Tribal Gaming Commission shall act according to the State's recommendation, unless the commission determines that acting according to the State's recommendation would adversely affect the honesty, integrity, fairness and security of the Tribal Gaming Operation. Nothing in this subsection 6(B)(5) shall preclude the Tribe from invoking the dispute resolution procedures provided in this Compact after the Tribal Gaming Commission implements the State's recommendation.

   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, the State may initiate an action in the United States District Court for the District of Oregon as provided in section 17.

   d. An immediate threat to the honesty, integrity, fairness and security of the Tribal Gaming Operation includes but is not limited to the following examples:

      (1) A criminal indictment is filed against any contractor, or owner or key employee of a contractor;

      (2) A criminal organization or members of a criminal organization have obtained an ownership interest in a contractor, or a member of a criminal organization has become a key employee of a contractor;

      (3) A malfunction of gaming equipment hardware or software causes patrons of the Gaming Facility to lose money, 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) An immediate threat to public health or safety; and

(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 governing the Tribal Gaming Operation.

C. The provisions of this section 6 shall provide the exclusive method for resolving disputes as to the Tribe's decisions concerning hiring or contracting under section 7, or concerning operation of the Gaming Facility.

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 licensees -- whether High Security Employees, Low Security Employees or Primary Management Officials -- shall provide to the Tribal Gaming Commission and OSP any required application fees and the following information, on forms provided by or approved by OSP:

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 state agency 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;

j. Two sets of fingerprints; and

k. Any other information required by the Tribal Gaming Commission or OSP.

3. a. The Tribal Gaming Commission shall forward the applicant information for each prospective High Security Employee and Primary Management Official to OSP. The Tribal Gaming Commission shall perform a background investigation and provide a written report of the completed background investigation including copies of all documentation presented to Commissioners of the Tribal Gaming Commission for use in making a license determination, unless prohibited by law, to OSP within a reasonable period of time, but in no event shall such time period exceed sixty (60) days without notice to OSP. OSP may review the report. OSP may also conduct a background investigation, or supplement the Tribal Gaming Commission's background investigation, but it shall notify the Tribal Gaming Commission prior to commencing such investigation. In the event that OSP conducts a background investigation, it shall provide a written report of the completed background investigation, including copies of all documents presented to OSP for its use in making a determination of Compact licensing compliance, unless prohibited by law, to the Tribal Gaming Commission within a reasonable period of time, but in no event shall such time period exceed sixty (60) days without notice to the Tribal Gaming Commission.

   b. The Tribal Gaming Commission may request OSP to perform a background investigation on any prospective Low Security Employee. Upon such request, OSP shall conduct a background check as provided in subsection 7(A)(3)(a).

4. a. Except as provided in subsection 7(A)(5), 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 application for a license, been adjudicated a felon on charges 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 a judicial finding of facts that constitute the elements of a felony other than a traffic offense, in that jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the applicant has engaged in conduct that constitutes the elements of such a felony, such that the conduct could be proved by a preponderance of the evidence.

   (2) Has been convicted of 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 a judicial finding of facts that constitute the elements of a crime involving unlawful gambling in that jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the applicant has engaged in conduct that constitutes the elements of a crime involving

unlawful gambling, such that the conduct could be proved by a preponderance of the evidence.

(3) Has associated in a direct business relationship, whether as a partner, joint venturer or employer, with any other person who has been convicted of a felony other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the person has engaged in conduct that constitutes the elements of such a felony or a crime involving unlawful gambling, such that the conduct could be proved by a preponderance of the evidence.

(4) Was employed by any other person who has been convicted of a felony on charges other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the person has engaged in conduct that constitutes the elements of such a felony or a crime involving unlawful gambling, such that the conduct could be proved by a preponderance of the evidence, if the prospective employee or official was in any way involved in the criminal activity as it occurred.

(5) Has been subject to convictions or judicial finding of offenses, other than traffic offense, that demonstrates a pattern of disregard for the law, or if the Tribal Gaming Commission or OSP determines, based on reasonably reliable information, that the applicant has engaged in conduct that demonstrates a pattern of disregard for the law, such that the conduct could be proved by a preponderance of the evidence.

(6) For purposes of this section, "reasonably reliable information" shall mean information which would be admissible in a civil court proceeding over an objection under the Federal or Oregon Rules of Evidence.

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 OSP or their authorized agents during a background investigation; or

(2) The applicant misstates or falsifies a material fact to the Tribal Gaming Commission or OSP during a background 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 6(A). 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 subsection 7(A)(4)(a)) 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 Tribal Gaming Operation; 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 Tribal Gaming Operation.

d. The Tribal Gaming Commission shall deny a gaming license to any prospective Low Security Employee who is disqualified according to the criteria described in subsection 7(A)(4)(a)(1) or (2). 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 subsection 7(A)(4). Decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection 6(A).

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 licensed by the Tribal Gaming Commission until all background checks required under subsection 7(A)(3) are completed.

5. Waiver of Disqualifying Criteria.

a. If a prospective Primary Management Official, High Security Employee or Low Security Employee is disqualified for licensing under the provisions of subsection 7(A)(4), 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 OSP asking to meet and confer concerning waiver of the disqualification. The Tribal Gaming Commission and OSP 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 OSP 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.

d. OSP may agree to a waiver subject to conditions imposed by the Tribal Gaming Commission, such as a limited term of licensure, restrictions on duties, or specific kinds of supervision.

6. Background investigation during employment. The Tribal Gaming Commission or OSP may conduct additional background investigations of any gaming licensee at any time during the term of licensure. If after investigation, OSP determines there is cause for suspension of a gaming license under the criteria established in 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 OSP's report and supporting materials and proceed as provided in subsection 7(A)(9), as appropriate. If a licensee subject to this subsection 7(A)(6) reapplies for licensure, the Tribal Gaming Commission shall notify OSP before any licensing action is taken.

7. Temporary licensing of employees.

a. The Tribal Gaming Commission may issue a temporary license to High Security Employees and Primary Management Officials fifteen days after submission of the application to OSP, or upon completion of a review of the 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 review and checks. The temporary license shall expire and become void upon completion of the background check and submission of the results to the Tribal Gaming Commission. If the applicant does not qualify for a

permanent license, the Tribal Gaming Commission shall immediately rescind the temporary license.

b. The Tribal Gaming Commission may issue a temporary license to a Low Security Employee upon submission of the application to OSP, or upon completion of a review of the 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 review and checks. The license of any Low Security Employee shall be immediately suspended if OSP or the Tribal Gaming Commission determines that the employee does not meet the criteria established in subsection 7(A)(4)(d).

c. For purposes of this subsection 7(A)(7), if an application is forwarded by mail to the OSP or the results of a background check by OSP are provided to the Tribal Gaming Commission by mail, the material is deemed to be submitted three days after the date of mailing.

8. Duration of license and renewal. Any license shall be effective for not more than three (3) years from the date of issue except that a licensee 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 subsection 7(A)(2) –(5). Applicants for renewal shall provide updated information on a form provided or approved by OSP to the Tribal Gaming Commission but will not be required to resubmit historical data already provided. OSP may perform a new background investigation for any licensee whose license is renewed.

9. Revocation of license. The Tribal Gaming Commission may revoke the license of any licensee pursuant to policies determined by the Tribal Gaming Commission. Upon determination that a licensee is disqualified according to the criteria described in subsection 7(A)(4), the Tribal Gaming Commission shall suspend the license and require the Tribal Gaming Operation to immediately suspend employment pending final action of the Tribal Gaming Commission, which must be consistent with the provisions of this Compact.

10. The Tribal Gaming Operation shall develop policies and procedures, including provisions for appropriate corrective action, to ensure employees comply with the Tribal Gaming Commission's minimum internal control standards.

11. 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, including department and title, and to give notice to the Oregon State Police of any disciplinary action related to the fairness, integrity, security or honesty of the gaming operation, or termination of an employee, and any suspension, renewal or revocation of an employee's gaming license.

B. Contracts with Manufacturers and Suppliers.

1. Major Procurements.

a. Except as otherwise provided in subsection 7(B)(3) and (9), the Tribal Gaming Commission agrees not to license any Class III Gaming Contractor for a Major Procurement until a background investigation has been completed by the OSP on the Class III Gaming Contractor.

b. The Tribal Gaming Commission shall submit a letter of intent to do business between the Tribal Gaming Operation and the Class III Gaming Contractor to the OSP for a background investigation of the Class III Gaming Contractor.

c. Except as otherwise provided in subsection 7(B)(3), the OSP 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 investigation exceed sixty (60) days without written notice and consent by the Tribal Gaming Commission. The sixty (60) days shall commence after OSP receives from the Class III Gaming Contractor both OSP fee for the background investigation under subsection 7(C), and full disclosure of all information requested by the Tribal Gaming Commission and OSP under subsection 7(B)(4). In cases where the background investigation takes longer than sixty (60) days, the OSP shall notify the Tribal Gaming Commission at the expiration of the sixty (60) days and every thirty (30) days thereafter in writing as to the status of the investigation, describing why the investigation is taking longer than sixty (60) days, and the anticipated completion date of the investigation.

2. Sensitive Procurements.

a. Except as otherwise provided in subsection 7(B)(3) and (9), the Tribal Gaming Commission agrees not to license any Class III Gaming Contractor for a Sensitive Procurement until a background investigation has been completed by OSP on the Class III Gaming Contractor, if conducted by OSP.

b. The Tribal Gaming Commission shall submit a letter of intent to do business between the Tribal Gaming Operation and the Class III Gaming Contractor to the OSP for a background investigation of the Class III Gaming Contractor.

c. Except as provided in subsection 7(B)(3), OSP may conduct a background investigation. If OSP conducts a background investigation, OSP shall 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 investigation exceed sixty (60) days without written notice to and consent by the Tribal Gaming Commission. The sixty (60) days shall commence after OSP receives from the Class III Gaming Contractor both the OSP fee for the

background investigation under subsection 7(C), and full disclosure of all information requested by the Tribal Gaming Commission and OSP under subsection 7(B)(4). In cases where the background investigation takes longer than sixty (60) days, OSP shall notify the Tribal Gaming Commission at the expiration of the sixty (60) days and every thirty (30) days thereafter in writing as to the status of the investigation, describing why the investigation is taking longer than sixty (60) days, and the anticipated completion date of the investigation.

3. OSP agrees to maintain a list of Class III Gaming Contractors that have been approved by OSP or the Oregon Lottery Commission (or either of their successors) to do business in Oregon with any gaming entity. If a Class III Gaming Contractor is on the list, the Tribal Gaming Commission may license the Class III Gaming Contractor for a Major or Sensitive Procurement upon giving notice to OSP.

4. All 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 OSP to conduct its background investigation.

5. The Tribal Gaming Commission shall not approve any license for a Major or Sensitive Procurement for a Class III Gaming Contractor that does not grant both OSP and the Tribal Gaming Commission access to the Class III Gaming Contractor's business and financial records.

6. Criteria for Denial of Major or Sensitive Procurement License.

   a. Except as otherwise provided, the Tribal Gaming Commission shall deny a license for any Major or Sensitive Procurement if the following conditions are either disclosed in the application materials or reported by OSP 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 application;

      (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 allegedly constitutes a gambling offense, or a civil judgment entered within the ten year period preceding the date of the application 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 allegedly constitutes a felony other than a traffic offense;

(4) A willful failure by the Class III Gaming Contractor to disclose any material fact to OSP or the Tribal Gaming Commission or their authorized agents during initial or subsequent background investigations;

(5) A willful misstatement or untrue statement of material fact made by the Class III Gaming Contractor to OSP or the Tribal Gaming Commission or their authorized agents during initial or subsequent background investigations as determined by the Tribal Gaming Commission or OSP;

(6) An association 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 Tribe;

(7) Any aspect of the Class III Gaming Contractor's past conduct that the Tribal Gaming Commission or OSP determines would adversely affect the integrity, security, honesty or fairness of Tribal gaming;

(8) The Class III Gaming Contractor has engaged in a business transaction with an Indian tribe that involved providing gaming devices for a Class III gaming operation that was conducted by the tribe without a State-Tribal Class III gaming compact in violation of the Indian Gaming Regulatory Act.

b. The Tribal Gaming Commission may deny a license for any Major or Sensitive Procurement for any reason the Tribal Gaming Commission deems sufficient. Such decision to deny a license for Major or Sensitive Procurement shall be consistent with the principles set forth in subsection 6(A).

c. The Tribal Gaming Commission may deny a license for any Major or Sensitive Procurement if:

(1) A person who is unqualified or disqualified to be a Class III Gaming Contractor owns, is an agent of or has any other interest in the applicant, regardless of the qualifications of the person who seeks approval as a contractor; or

(2) The Class III Gaming Contractor demonstrates inadequate financing for the business proposed under the type of contract for which application is made. In determining whether financing is adequate, the Tribal Gaming Commission shall consider whether financing is from a source that meets the qualifications of subsection 7(A)(4) or subsection 7(B)(6) and whether that financing is in an amount to ensure the likelihood of success in the performance of the Class III Gaming Contractor's duties and responsibilities; or

(3) The Class III Gaming Contractor or its employees fail to demonstrate business ability and experience to establish, operate and maintain the business for the type of contract for which the application is made.

d. In evaluating whether to deny a license for any Major or Sensitive Procurement based on subsection 7(B)(6), the Tribal Gaming Commission may consider the following factors:

(1) The nature and severity of the conduct that constituted the offense or crime;

(2) The time that has passed since satisfactory completion of the sentence, probation, or payment of the fine imposed;

(3) The number of offenses or crimes; and

(4) Any extenuating circumstances that enhance or reduce the impact of the offense or crime on the security, integrity, honesty, and fairness of the Tribal gaming enterprise.

e. No Class III Gaming Contractor applying for a Major or Sensitive Procurement license 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 lottery, gambling or gaming control agency, Indian Tribe, or National Indian Gaming Commission, and such ownership, manufacture, possession, operation, or income is disclosed to and approved by the Tribal Gaming Commission and OSP.

f. The Tribal Gaming Commission or OSP may reject an application if the Class III Gaming Contractor has not provided all of the information requested in the application.

g. Notwithstanding subsection 7(B)(6)(a), if a license for a Major or Sensitive Procurement is required to be denied under 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 within the ten year period preceding the date of the application against the Class III Gaming Contractor or employee of the Class III Gaming Contractor, based in whole or in part upon conduct that allegedly constitutes a felony other than a traffic offense, the Tribal Gaming Commission may license the Major or Sensitive Procurement if the Class III Gaming Contractor has severed its relationship with that person or employee. Before the Tribal Gaming Commission may license the Major or Sensitive Procurement under this subsection 7(B)(6)(g), OSP and the Tribal Gaming Commission must agree that the relationship between the Class III Gaming Contractor and the person or employee has been severed. For purposes of this subsection 7(B)(6)(g), a

relationship is severed if the person or the employee has no continuing connection with the direction or control of any aspect of the business of the Class III Gaming Contractor, and the 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 Tribal Gaming Commission and OSP that a relationship has been severed is on the Class III Gaming Contractor.

7. Revocation of Major or Sensitive Procurement License.

   a. The Tribal Gaming Commission may revoke a license for a Major or Sensitive Procurement pursuant to policies and procedures determined by the Tribal Gaming Commission.

   b. Immediately upon the occurrence of any of the following, the Tribal Gaming Commission shall suspend a license for a Major or Sensitive Procurement, pending final action of the Tribal Gaming Commission, which must be consistent with the provisions of this Compact:

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

      (2) The Class III Gaming Contractor, or any officer or employee of the Class III Gaming Contractor or any owner of five percent (5%) or more of the equity ownership in 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 its business with the Tribal Gaming Operation;

      (3) The Class III Gaming Contractor jeopardizes the integrity, security, honesty, or fairness of the Tribal Gaming Operation;

      (4) Upon transfer of a Controlling Interest of the Class III Gaming Contractor that jeopardizes the fairness, integrity, security and honesty of the Tribal Gaming Operation;

      (5) The Class III Gaming Contractor fails to pay OSP's annual update background investigation fee or fails to provide financial or operating data requested for purposes of the annual update;

      (6) OSP reports to the Tribal Gaming Commission information that would require license for a Major or Sensitive Procurement to be denied under this subsection 7(B).

8. Contractor Reporting Requirements.

   a. The Tribal Gaming Commission shall require all Class III Gaming Contractors to submit to the Tribal Gaming Commission and OSP any financial and operating data requested by the Tribal Gaming Commission or OSP.

   b. The Tribal Gaming Commission shall specify the frequency and a uniform format for the submission of such data.

   c. The Tribal Gaming Commission, OSP, or their agents reserve the right to examine contractor tax records and the detailed records from which the tax reports are compiled.

   d. The Tribal Gaming Commission shall require all Class III Gaming Contractors to notify both the Tribal Gaming Commission and OSP of the transfer of a Controlling Interest.

9. Temporary Licensing of Major and Sensitive Procurement.

   The Tribal Gaming Commission, if a business necessity or the protection of the honesty, integrity, fairness and security require it, may perform an abbreviated review to enable the execution of a temporary contract and issue a temporary gaming license while a complete background investigation is being performed by OSP; provided that the Class III Gaming Contractor has paid any deposit required to be paid to OSP for background investigation costs. Any temporary contract or temporary gaming license executed under authority of this subsection 7(B)(9) shall be rescinded immediately if the background investigation discloses that the Class III Gaming Contractor does not meet the criteria described in subsection 7(B)(6).

10. Criteria for Approval of a Temporary Major or Sensitive Procurement Contract and Gaming License.

    The Tribal Gaming Operation may execute a temporary contract and the Tribal Gaming Commission may issue a temporary gaming license upon completion of a review of the Class III Gaming Contractor's application, completion of a computerized criminal history check, credit check, review of the Class III Gaming Contractor's financial ability to perform and payment of any deposit required to be paid to OSP for background investigation cost. OSP shall advise the Tribal Gaming Commission of a Class III Gaming Contractor's failure to pay any required deposit at least seven days prior to the scheduled Tribal Gaming Commission meeting at which temporary licensure will be considered. The Tribal Gaming Commission shall notify OSP in writing that a proposal for a temporary license may be on the agenda of the next Tribal Gaming Commission meeting, but in no event shall the notice be received less than ten days prior to the meeting. The Tribal Gaming Commission shall also provide OSP a copy of the Tribal Gaming Commission's preliminary background investigation report in accordance with time for submission of such report to the

Tribal Gaming Commission under the Tribal Gaming Commission regulations, but in no event shall the report be received less than seven days prior to the scheduled Tribal Gaming Commission meeting at which temporary licensure will be considered. Prior to or at the scheduled Tribal Gaming Commission meeting, OSP may submit written comments or provide oral testimony on the merits of whether a temporary license should be issued.

11. Upon request, the Tribal Gaming Commission agrees to assist OSP in obtaining their requested background investigation fee and full disclosure information.

12. Annual Update.

    OSP may at its sole election conduct an annual update background investigation of each Class III Gaming Contractor, the expense of which will be assessed to the Class III Gaming Contractor.

13. A Major or Sensitive Procurement license may authorize a Class III Gaming Contractor to do business with the Tribal Gaming Operation for a period of up to seven years subject to the terms of this Compact and applicable Tribal Gaming Commission regulations.

C. Fees for Background Investigations.

The State will assess the cost of background investigations for Major or Sensitive Procurement licenses to the Class III Gaming Contractors. The Class III Gaming Contractor is required to pay the investigation fee in full prior to commencement of the investigation and to pay any additional investigation fees necessary to complete the investigation. If the Class III Gaming Contractor refuses to prepay the cost of a background investigation or to pay any additional investigation fees, OSP shall notify the Tribal Gaming Commission and the Tribal Gaming Operation may choose to pay the investigation cost or the Tribal Gaming Commision may withdraw its request for the investigation.

D. Access to Contracts.

1. If the Primary Management Official is a corporation or other form of organization, the Primary Management Official shall provide OSP with a current copy of any management agreement with the Tribal Gaming Operation.

2. If the Primary Management Official is a corporation or other form of organization, the Primary Management Official shall furnish to OSP complete information pertaining to any transfer of controlling interest in the management company at least 30 days before such change; or, if the Primary Management Official is not a party to the transaction effecting such change of ownership or interests, immediately upon acquiring knowledge of such change or any contemplated change.

3. The Tribal Gaming Commission agrees to provide to OSP, upon request, a list of all gaming and non-gaming contractors, suppliers and vendors doing business with the Tribal Gaming Operation, and to give OSP access to copies of all gaming and non-gaming contracts.

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 Tribal/State Minimum Internal Control Standards, which are hereby incorporated into and made a part of this Compact. The Tribe and the State agree that the Tribal/State Minimum Internal Control Standards may be modified or supplemented by mutual agreement of the parties, and that amendment of this Compact shall not be necessary for that purpose.

B. Identification badges. The Tribal Gaming Operation shall require all 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. OSP employees shall not be required to wear identification badges.

C. No credit extended.

1. Except as otherwise provided in this subsection 8(C), all Class III gaming shall be conducted on a cash basis. Except as provided herein, no person shall be extended credit for Class III gaming nor shall the Tribal Gaming Operation 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 8(C). The following shall not constitute an extension of credit:

   a. Credits won by players on VLTs;

   b. Cashing checks anywhere in the Gaming Facility using a system or program that verifies availability of funds, functions the same as a debit card, secures funds in the name of the Tribal Gaming Operation, or when the check has been issued by a Grand Ronde Tribal entity;

   c. Installing or accepting bank card or credit card transactions in the same manner as is permitted at any retail business in the State.

2. At any time the Tribe may request that the State negotiate a Memorandum of Understanding with the Tribe regarding the terms and conditions under which the Tribal Gaming Operation may extend credit to certain patrons of the Gaming Facility. The State agrees to negotiate in good faith regarding such a Memorandum of Understanding. The Memorandum of Understanding must address the amount of

credit that may be extended, the qualifications for credit, procedures and policies for the extension of credit that are consistent with gaming industry standards, safeguards to ensure that any social or public safety problems that may result from gaming are not increased by the extension of credit, and any other topic that either party reasonably believes is necessary.

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 21 whose non-gaming duties require may be present on the gaming floor.

E. Prohibition of firearms. With the exception of federal, state, local or Tribal law enforcement agents or officers, no person shall possess firearms within the Gaming Facility.

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 shall maintain a Memorandum of Understanding that will establish 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 8(F) 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.

G. Liability for damage to persons and property.

1. During the term of this Compact, the Tribal Gaming Operation 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 insurance policy shall have an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy for claims brought against the Tribal Gaming Operation pursuant to the process described in subsection 8(G)(3) below. The insurance policy shall also provide that the State, OSP, their divisions, officers and employees are additional insureds, but only to the extent of the indemnity under subsection 8(G)(2) below. The State agrees to provide notice to the Tribe before tendering any claim to the carrier under subsection 8(G)(2) below.

2. THE TRIBAL GAMING OPERATION 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.

3. The Tribe shall provide a process under Tribal law pursuant to which patrons injured at the Gaming Facility may maintain claims for relief within the policy limits provided in subsection 8(G)(1) against the Tribal Gaming Operation in Tribal Court; provided, however, that nothing in this Compact shall prevent the Tribe from excluding or limiting the amount of non-economic damages (including without limitation, pain and suffering and emotional distress) recoverable under Tribal law.

4. Notwithstanding any language to the contrary, the language of this subsection 8(G) shall not be read or operate as a waiver of the Tribe's or Tribal Gaming Operation's immunity from suit, but shall create an obligation, enforceable only by the State in accordance with section 17, to provide the insurance required in this subsection 8(G) and to provide a forum for bodily injury claims by patrons as set forth in subsection 8(G)(3).

SECTION 9. INSPECTION AND ENFORCEMENT OF GAMING REGULATIONS.

A. Tribal Gaming Commission.

1. The Tribe has established and shall maintain a Tribal Gaming Commission under Tribal law with the exclusive authority to regulate gaming activities on Tribal lands and agrees to provide the Tribal Gaming Commission 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 Tribal Gaming Operation or enter into Class III gaming contracts other than contracts related to surveillance. Commission members may be removed only for cause by the Tribal Council. 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 operation 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 applicable federal, state and tribal 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, and of personnel employed by, the Tribal Gaming Operation;

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

d. Protect patrons and property from illegal activity;

e. When Gaming Related Criminal Activity is observed or suspected, gather as much identifying information regarding the suspect as possible, such as driver's license number, photograph, description of the suspect's vehicle, and vehicle license information and immediately notify OSP;

f. Record any and all unusual occurrences within the Gaming Facility, 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 (which includes a record of all reported gaming and non-gaming incidents), cashier's cage, credit, VLTs (showing when VLTs opened), and VLT location;

h. Establish and maintain an updated list of persons barred from the Gaming Facility by the Tribal Gaming Commission for any length of time for any reason that poses a threat to the honesty, security and integrity of gaming operations, and furnish that list to OSP;

i. Obtain an annual financial audit of the Tribal Gaming Operation 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 OSP;

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. Ensure that parimutuel clerks are sufficiently trained;

n. Subject to State review and approval, establish a method for resolving disputes with players;

o. Ensure that surveillance equipment and personnel are managed and controlled independently of management of the Tribal Gaming Operation;

p. Upon delivery, confirm that all contractors supplying VLTs to the Gaming Facility have proper shipping authorization from OSP.

3. Tribal Gaming Inspections.

a. Persons authorized by 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 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 Tribal Gaming Operation, shall be reported immediately to the Tribal Gaming Commission and reported to OSP within seventy-two (72) hours of the time the violation was confirmed by the Tribal Gaming Commission.

b. The Tribal Gaming Commission may designate any individual or individuals to perform the duties of a 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. The Tribal Gaming Commission shall monitor compliance with the requirements of applicable law, this Compact, regulations, and the Tribal Gaming Commission's minimum internal control standards, 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 microprocessors, E-proms, CD ROMs, hard disks, or other electronic decision-making technologies.

(2) Investigate any potential violations of the provisions of this Compact, and applicable regulations, and the Tribal Gaming Commission's minimum internal control standards.

(3) Investigate any cash variance greater than $500, and report the findings to the Tribal Gaming Commission and OSP.

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

(5) Report to the OSP any criminal or regulatory issues that may affect the fairness, integrity, security and honesty of the Tribal Gaming Operation.

d. The Tribal Gaming Commission shall respond to any significant regulatory issue after normal Commission working hours within a reasonable length of time.

4. Investigations and Sanctions. The Tribal Gaming Commission shall investigate any reported violation of applicable federal, state or tribal laws and Compact provisions and shall require the Tribal Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Commission determines 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 benefiting from, the Tribal Gaming Operation.

5. Reporting to OSP. The Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions completed pursuant to subsection 9(A)(4) to OSP on a continuing basis. If requested by the Tribal Gaming Commission, OSP 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. OSP is authorized hereby to monitor the conduct of the Tribal Gaming Operation related to Class III gaming as the State considers necessary to ensure that the operation is conducted in compliance with the provisions of this Compact and that

the Tribal Gaming Commission is fulfilling the Tribe's obligations under this Compact. OSP 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 State monitoring function includes at a minimum the activities identified in the Compact 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. In addition to the State's regular monitoring functions, the Tribe agrees that the State may conduct the following activities, the cost of which shall also be assessed to the Tribe:

a. An annual comprehensive compact compliance review, which shall be planned and conducted jointly with the Tribal Gaming Commission, of the Tribal Gaming Operation to verify compliance with the requirements of this Compact and with the Tribal Gaming Commission's regulations and minimum internal control standards, 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 gaming operation in order to verify compliance with the requirements of this Compact;

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

d. Investigation of possible Gaming Related Criminal Activity whether discovered during the action, review, or inspection by OSP 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 Tribal Gaming Operation. OSP will report any concerns about a particular supplier, contractor or vendor to the Tribal Gaming Commission before taking any action.

2. Access to Records.

a. The Tribe agrees that OSP 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, Tribal Gaming Commission or 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 activities that are 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(4).

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

d. Applications submitted to and retained by the OSP 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 created 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 State 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 in maintaining the honesty, integrity, fairness and security of the Tribal gaming operation would suffer by the disclosure.

g. The State agrees to notify the Tribe of any request for disclosure of 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 be decided in Marion County Circuit 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.

3. Investigation Reports. After completion of any inspection or investigation report, the State 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 Monitoring, Oversight and Law Enforcement Costs.

1. The Tribe agrees that the Oregon Gaming Tribes have the collective responsibility to pay for the costs of performance by OSP of its activities authorized pursuant to this Compact and the Compacts of the other Oregon Gaming Tribes, including associated overhead. The Tribe agrees to pay within 30 days of billing its fair share of the costs of performance by OSP pursuant to the formula set forth in a Memorandum of Understanding executed by the Tribe and the State. The Memorandum of Understanding can be amended by the parties without amending this Compact.

2. Because of the government-to-government relationship between the Tribe and the State, the parties recognize that the obligation of the Tribe to pay for OSP costs as provided by this Compact is unique. Nothing in this Compact is intended to, nor shall it be construed as creating a responsibility for the Tribe to pay for any other governmental services rendered by or received from the State.

3. To give the Oregon Gaming Tribes an opportunity for review and comment on its biennium budget, the OSP agrees to meet and discuss the proposed budget with the Tribe no later than April of each even numbered year. OSP shall distribute, during the development of its biennium budget, a draft of the Tribal Gaming Section portion of the budget to the Oregon Gaming Tribes. Prior to submission of the proposed budget to either the Governor or the Legislature, OSP agrees to meet with the Oregon Gaming Tribes no later than August 1 of each even numbered year. OSP shall give

full consideration to the Oregon Gaming Tribes' comments on the Tribal Gaming Section budget. Notwithstanding the right of the Oregon Gaming Tribes to comment on the Tribal Gaming Section budget, each Tribe retains the right to participate in any public review by either the Governor or the Legislature on the OSP budget as well as before the Emergency Board for any increase in the OSP budget.

4. If the Tribe disputes the amount of costs billed pursuant to the formula set forth in a Memorandum of Understanding executed by the Tribe and the State, the Tribe shall timely pay the undisputed amount and within thirty (30) days of billing, shall notify OSP in writing of the specific nature of the dispute. If the parties have not resolved the dispute within 15 days, the Tribe shall pay the disputed amount into an off-reservation escrow, mutually agreeable to the parties, with escrow instructions providing that the funds are to be released only upon authorization by both the Tribe and OSP. The parties shall share the reasonable costs of the escrow. The dispute shall then be resolved pursuant to the procedures set forth in subsection 6(B)(3) and (4).

   If the Tribe fails to timely pay the disputed amount into escrow or timely pay the undisputed amount, OSP may suspend any background checks that are in process or withhold authorization for the shipment of equipment, and/or pursue other remedies for Compact violations available under this Compact or IGRA.

B. Creation and Maintenance of Community Benefit Fund.

1. Establishment of Fund. The Tribe has established a Community Fund pursuant to Tribal law.

2. Contributions to Fund. The Tribe will make quarterly contributions to the Fund in amounts equivalent to the grants awarded by the Fund each quarter plus overhead costs. The first contribution will be made after the Tribe receives the Tribal Gaming Operation's audited financial statement for the preceding fiscal year (generally this occurs at the start of the 2nd quarter). The last contribution each fiscal year will equal the difference between the amount due, as calculated in subsection 10(B)(5), and contributions already made during the fiscal year.

3. Fund Administration.

   a. The assets of the Fund shall be expended for the benefit of the public within Polk, Yamhill, Tillamook, Marion, Washington, Multnomah, Clackamas, Lane, Linn, Benton or Lincoln counties, or Native Americans in Oregon. Grants from the Fund may be made to charitable organizations that qualify as 501(c)(3) entities under the Internal Revenue Code in the above counties, or to governmental bodies within the two counties within whose boundaries the Grand Ronde Reservation is located (Polk and Yamhill), including the Tribe, or to other tribal governments in Oregon, for programs or services in the following areas: 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. Grants made to the Tribe must provide some benefit to the general public and shall not exclusively benefit members of the Tribe.

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 bylaws governing the conduct and discharge of their responsibilities not inconsistent with the terms of this subsection. A copy of the current bylaws shall be provided to the State.

d. Applicants' proposals for grants from the Fund shall be submitted to the trustees, who shall make the final determination of the proposals to be funded in accordance with the bylaws. 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.

e. A portion of the Fund may be used for reasonable overhead costs, including the retention of accountants and other professionals as necessary, as long as such costs do not exceed the average percentage of overhead costs of charitable entities in the State of Oregon. Members of the board of trustees shall serve without salary or other compensation, but may receive per diem or reimbursement for reasonable out-of-pocket expenses incurred in performing duties as trustees.

4. Qualifications, Term and Selection of Trustees.

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

(1) Three members of the Tribal Council of the Confederated Tribes of the Grand Ronde Community of Oregon, appointed by the Tribe;

(2) One representative of the Spirit Mountain Gaming, Inc. (or its successors), appointed by the Tribe;

(3) Three trustees who are not affiliated with the Tribe, appointed by the Tribe from a list of candidates nominated by the Tribal Council in consultation with the Governor of the State of Oregon;

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

b. Each trustee must reside in one of the following counties: Polk, Yamhill, Tillamook, Marion, Washington, Multnomah, Clackamas, Lane, Linn, Benton or Lincoln.

c. Trustees shall serve two-year terms and may be removed before the end of their terms only for cause by the appointing authority. 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.

5. Calculation of Fund Contribution. The Tribe's annual contribution to the Fund shall be based upon the Tribal Gaming Operation's net income from Class III gaming as shown in the audited financial statement of the Tribal Gaming Operation for the fiscal year ending before the contribution is made, and for which the Tribal Gaming Operation has received an unqualified audit opinion that the financial statement fairly reflects the Tribal Gaming Operation's financial position from an independent nationally recognized public accounting firm (commonly recognized as such) engaged by the Tribe for the purpose. The contribution shall be calculated as follows:

   a. Multiply the Tribal Gaming Operation's net income before Tribal taxes, and excluding any payment for OSP assessments, for the prior fiscal year by 6 percent. The product shall be the Tribe's base public service assessment.

   b. Deduct from the base public service assessment the amount paid by the Tribe for OSP 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.

6. The determination of the net income of the Tribal Gaming Operation and the calculation of the contribution to the Fund is subject to review and dispute by the State. Any dispute regarding these calculations is subject to the dispute resolution provisions of section 17.

7. Termination or Modification of Fund Contributions. The Tribe's contributions to the Fund established as described in this subsection 10(B) may be discontinued if the Oregon Constitution is amended to allow the operation of casinos in this state. The Tribe and the State agree that if the Tribe is prohibited from offering blackjack or any of the Class III games listed in subsection 4(B)(1) or (2), the parties will enter into negotiations to establish how the Fund contribution provided for in this subsection 10(B) will be adjusted to reflect the impact of the discontinuation of those games on the net income of the Tribal Gaming Operation.

8. Annual Fund Report.

   a. The Tribe generates non-privileged reports detailing the amount contributed to the Fund for each fiscal year, the grantees of the Fund and amounts of the grants. The Tribe shall make these reports available to the Governor and OSP.

   b. Each year the Tribe shall obtain from an independent accounting firm an opinion that the calculation of the Fund contribution has been made in accordance with

this Compact. The Tribe shall make the opinion available to the Governor and OSP.

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 or local agency generally responsible for enforcement of such health, safety and environmental standards outside Tribal trust 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. The Tribe shall maintain sufficient fire suppression systems to adequately protect patrons and employees of the Gaming Facility.

3. 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 can demonstrate that it has satisfied this section by providing a certificate or other evidence of compliance from the appropriate State or local official responsible for enforcement of comparable State standards.

4. 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.

5. The Tribe agrees that the State may have State or local inspectors verify compliance with this subsection. 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 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.

B. 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 the manner required by the Oregon Department of Revenue. The Tribe agrees that the Tribal Gaming Operation 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.

C. 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 been created by the existence of the Gaming Facility, the Tribe shall undertake to perform any 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 17.

SECTION 12. TRANSPORTATION ISSUES.

A. Relationship between Tribe and ODOT. As sovereigns, the State and the Tribe share a mutual interest in the safe and efficient operation of Highway 18 in the vicinity of the Gaming Facility. The Oregon Department of Transportation ("ODOT") recognizes that the Tribe is a government and that the Tribe uses the revenue generated from the Gaming Facility and its ancillary uses for essential governmental services. In recognition of the Tribe's governmental status and its need for financial planning in order to provide essential governmental services, ODOT has extended consideration to the Tribe that it does not extend to non-governmental entities, including the Contribution Cap described in subsection 12(C)(3). In implementing these Compact provisions, ODOT and the Tribe will continue to work cooperatively in a government-to-government manner to achieve their mutual goal of safe and efficient operation of Highway 18 in the vicinity of the Gaming Facility and to accommodate each party's reasonable operational needs.

B. Access. The Tribe shall maintain access between the Gaming Facility and its ancillary uses and the public road known as State Highway 18 that is adequate to meet ODOT's standards. For purposes of this section 12, "ancillary uses" include, but are not limited to, hotel(s) and other lodging facilities, restaurants, taverns, gas station(s), convenience store(s), recreational vehicle overnight facilities, convention center facilities, golf course(s) or other sporting facilities, and entertainment facilities.

C. Construction of New Highway Interchange.

1. The Tribe agrees to fund a share of the costs related to the construction of a new State Highway 18/Highway 22 interchange and related improvements connecting the Gaming Facility to State Highway 18 (the "Interchange Project"). Such funding shall be calculated and timed pursuant to a Memorandum of Understanding to be executed by the Tribe and ODOT. The Memorandum of Understanding can be amended by the parties without amending this Compact.

2. The Tribe will contribute a percentage of the total cost of the Interchange Project. The Tribe's contribution will be determined based on the following formula:

   Total vehicles entering the Gaming Facility and its ancillary uses from State Highway 18, directly or indirectly, calculated to represent average annual daily trips ("AADT") for a full year, multiplied by 1.5

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   Total vehicles on Highway 18 calculated to represent AADT for a full year

   The counters shall be placed and operated by ODOT at locations to be agreed upon by the Tribe and ODOT and the costs associated with placing and operating the counters shall be borne by ODOT. Data from the counters shall be shared with the Tribe upon request. Data from the counters shall be subject to independent verification by the Tribe, at the Tribe's expense. If possible, the calculation shall be based on an actual count of one year's traffic. If a full year's data are not available, then the available data shall be annualized to represent a full year of trips.

3. Timing of Calculation. The Tribe's share shall be calculated no more than six months prior to the letting of bids for the Interchange Project.

4. Credits for Other Mitigation. If, prior to the construction of the Interchange Project, the Tribe mitigates, with ODOT's concurrence, any impacts on the operation of State Highway 18 caused by the Gaming Facility or its ancillary uses, the number of vehicles mitigated will be deducted from the calculation of the formula under subsection 12(C)(2).

5. Contribution Cap. In no event shall the Tribe's share of the costs related to the construction of the interchange and related improvements exceed the Contribution Cap. The Contribution Cap is $9.45 million as of the effective date of this Amended and Restated Compact. The Contribution Cap shall be adjusted for inflation annually on the anniversary of the effective date of this Amended and Restated Compact at a fixed rate of 2.5 percent per annum until the date the Tribe's share is calculated. The Tribe's contribution shall be due to ODOT 30 days prior to the letting of bids.

6. The Memorandum of Understanding shall provide that the Tribe and the State will work together in order to accommodate the reasonable needs of each party related to the Interchange Project, including signage and access.

7. The Memorandum of Understanding shall include a provision stating that at the time of construction, ODOT will discuss with the Tribe reasonable efforts it can make to provide preference to Native Americans in hiring for the Interchange Project and other traffic improvements.

D. Mitigation of Traffic Impacts Caused by Future Expansion.

1. The Tribe agrees to fund or construct, as mutually agreed, its appropriate share of traffic improvements necessary to mitigate impacts on the operation of State Highway 18 caused by expansion of the Gaming Facility or its ancillary uses, or both, that occurs after the expansion contemplated by this Compact, whether those improvements are made before or after the construction of the Interchange Project. For purposes of this subsection 12(D), the "expansion contemplated by this Compact" includes expansion of the Gaming Facility that is necessary to accommodate the additional 500 VLTs and 20 Table Games authorized by this Compact and/or expansion of the Gaming Facility necessary to accommodate relocation of the existing scope of current and ancillary uses displaced by the additional 500 VLTs and 20 Table Games authorized by this Compact.

2. Calculation of Tribal Share. The Tribe's appropriate share shall be calculated and timed pursuant to a Memorandum of Understanding to be executed by the Tribe and ODOT, which may be amended by the parties without amending this Compact. This calculation shall be based on (i) Oregon Administrative Rules, Chapter 734, Division 51, (ii) the incremental increase in the total vehicles exiting and entering State Highway 18 to and from the Gaming Facility as a percentage of total vehicles on State Highway 18, (iii) an ODOT-approved traffic impact study completed no more than six months prior to said future expansion of the Gaming Facility and its ancillary uses, and (iv) shall include a credit for "pass-by trips."

3. The Memorandum of Understanding shall provide for appropriate crediting of other mitigation measures that the Tribe makes (including both direct and grant funding) that improve safety and operations or reduce congestion on those portions of Highway 18 and Highway 22 covered by the "Van Duzer Corridor to Steel Bridge Road Location Environmental Assessment and FONSI" (the "Corridor Plan"). Granting any such credit is subject to the concurrence of ODOT before the implementation of the mitigation measure, which concurrence shall not be unreasonably withheld. Credit shall not be provided for any federal funds received by the Tribe that reduce ODOT's statewide allocation of federal highway funds.

4. The Memorandum of Understanding shall provide that the Tribe and the State will work together in order to accommodate the reasonable needs of each party related to the design and construction of highway and/or safety improvements to the Corridor.

5. The Memorandum of Understanding shall include a provision stating that at the time of construction, ODOT will discuss with the Tribe reasonable efforts it can make to provide preference to Native Americans in hiring for construction of such traffic improvements.

SECTION 13. 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 17 has been exhausted, and the breach has continued for a period of 60 days following the conclusion of the dispute resolution process, and the non-breaching party has given written notice of termination to the breaching party.

C. Automatic Amendment.

1. If a type of Class III game authorized under section 4 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 gaming shall be void and of no effect.

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 gaming shall be void and of no effect.

3. If a type of Class III game authorized is prohibited as provided in subsection 13(C)(1) or (2), 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 13(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 Confederated Tribes of the Grand Ronde Community of Oregon 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. Subsection 13(D)(1) above does not authorize the Tribe to renegotiate the terms of this Compact applicable to forms of gaming authorized by section 4, except to the extent that the State voluntarily consents to such renegotiation or as is otherwise provided for in this Compact.

3. Pursuant to subsection 13(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 13(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 15 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. If a request is made by the State, the Tribe shall negotiate to the same extent that would be required by the State if the request had been made by the Tribe.

SECTION 14. 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 signs a Compact that authorizes that Tribe to operate more than one Class III gaming facility simultaneously,

or is otherwise authorized to operate more than one Class III 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 the Indian Gaming Regulatory Act 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 any Tribal gaming operation except for charges expressly authorized in accordance with this Compact.

D. Preservation of Tribal Self-Government. The Tribe's obligations under this Compact shall not 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 a waiver of the Tribe's or Tribal Gaming Operation's sovereign immunity from suit by any third party, or as granting or creating any other 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 15. NOTICES.

Unless otherwise agreed by the parties in writing, notices required or authorized to be served on the State of Oregon shall be served by personal delivery or by first class mail at the following addresses:

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

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

Unless otherwise agreed by the parties in writing, notices required or authorized to be served on the Tribe shall be served by personal delivery or first class mail at the following addresses:

Chair of the Grand Ronde
Tribal Gaming Commission
9615 Grand Ronde Rd.
Grand Ronde, OR 97347

Tribal Attorney's Office
9615 Grand Ronde Rd.
Grand Ronde, OR 97347

Notices served by first class mail shall be deemed to have been received three days after mailing.

SECTION 16. 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 17. 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 15. 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. The State and the Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute.

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 State court of competent jurisdiction to interpret or enforce the provisions of this Compact.

B. Nothing in subsection 17(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 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 18. INTEGRATION.

This Compact is the complete and exclusive expression of the parties' intent.

EXECUTED as of the date and year above-written.

STATE OF OREGON

Theodore R. Kulongoski
Governor

Date: 3-28, 2006

CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

Cheryle A. Kennedy
Tribal Council Chairwoman

Date: March 22, 2006

Approved as to legal sufficiency:

Stephanie L. Striffler
Special Counsel to the Attorney General

Date: 3/27, 2006

Acting Assistant Secretary – Indian Affairs for Policy and Economic Development

By:

Date: May 12, 2006

Amended and Restated
Tribal-State Compact for Regulation of Class III Gaming
Confederated Tribes of the Grand Ronde Community
and the State of Oregon

EXHIBIT I

DESCRIPTION OF GAMING LOCATION

The following tracts of land which are in included in the Act entitled "An Act to establish a reservation for the Confederated Tribes of the Grand Ronde Community of Oregon, and for other purposes", approved September 9, 1988 (25 U.S.C. 713f note; 102 Stat. 1594), as amended, and referenced on the attached map:

(A) 5.55 acres in Section 8, Township 6 South, Range 7 West of the Willamette Meridian in Polk County formerly identified as Tax lot 800 (Pub. L. 103-263);

(B) 57.60 acres in the East One-half of the East One-half of Section 7, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256);

(C) 22.46 acres in the Southwest One-quarter of the Southwest One-quarter of the Northwest One-quarter and the West One-half of the Southwest One-quarter of Section 8, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256);

(D) 10.84 acres in the Northwest One-quarter of the Northwest One-quarter and the North One-half of the Southwest One-quarter of the Northwest One-quarter of Section 17, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256); and

(E) 43.42 acres in the East One-half of the Northeast One-quarter of Section 18, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256).

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This map is for illustrative purposes only and is not intended to represent the exact size and boundaries of the tracts displayed.