



August 26, 2022

Via Email

Rick Eichstaedt, General Counsel
Attorney for the Confederated Tribes of Coos,
Lower Umpqua and Siuslaw Indians
Eichstaedt Law Office, PLLC
25 West Main Avenue, Suite 320
Spokane, WA 99201

**Re: Review of Professional Services Contract between the
Three Rivers Casino Resort and Full Circle Strategic Partners**

Dear Mr. Eichstaedt:

This letter responds to your request of July 22, 2022, for the National Indian Gaming Commission's Office of General Counsel to review a services agreement between the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (Tribe) and Full Circle Strategic Partners. Specifically, you have asked for my opinion whether the agreement constitutes a management contract requiring the NIGC Chairman's approval under the Indian Gaming Regulatory Act (IGRA). You have also asked for my opinion whether the agreement violates IGRA's requirement that the Tribe have the sole proprietary interest in its gaming activity.

In my review, I considered the following submissions (the Agreement), which is unexecuted, but represented to be in substantially final form:

- Professional Services Contract between the Three Rivers Casino Resort and Full Circle Strategic Partners, submitted July 22, 2022;
- Attachment A – Scope of Work, submitted August 18, 2022; and
- Attachment B – Professional Fees, submitted August 18, 2022.

The Agreement contains terms similar to other agreements the Office of General Counsel has already reviewed and analyzed, which are available on the NIGC's website. Applying the same analysis here, it is my opinion that the Agreement is not a management contract and does not require the approval of the NIGC Chairman. It is also my opinion that it does not violate IGRA's sole proprietary interest requirement.

Rick Eichstaedt, General Counsel

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It is my understanding that the draft is represented to be in substantially final form, and if the Agreement changes in any material way prior to execution or is inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the Agreement listed above. This opinion does not include or extend to any other agreements not submitted for review.

Please note that it is my intent that this letter be released to the public through the NIGC's website. If you have any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that you believe should be withheld.¹ If you object on the grounds that the information qualifies as confidential commercial information subject to withholding under Exemption Four of the Freedom of Information Act (FOIA), please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.² Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."³ Please submit any written objection to FOIASubmitterReply@nigc.gov **within thirty (30) days of the date of this letter**. After this time elapses, the letter will be made public and objections will no longer be considered.⁴ If you need any additional guidance regarding potential grounds for withholding, please see the United States Department of Justice's Guide to the Freedom of Information Act at <https://www.justice.gov/oip/doj-guide-freedom-information-act-0>.

If you have any questions, please contact NIGC Senior Attorney Esther Dittler at (202) 853-7511 or by email at Esther_Dittler@nigc.gov.

Sincerely,



Michael Hoenig
General Counsel

¹ 25 C.F.R. § 517.7(c).

² 139 S. Ct. 2356 (2019).

³ 25 C.F.R. § 517.7(d).

⁴ *Id.*