



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

DEC 12 2019

The Honorable Cheryle A. Kennedy
Chairwoman, Confederated Tribes
of the Grand Ronde Community of Oregon
96 I 5 Grand Ronde Road
Grand Ronde, Oregon 9734 7

Dear Chairwoman Kennedy:

On November 6, 2019, the Department of the Interior received the Amendment to the Amended and Restated Tribal State Compact for the Regulation of Class III Gaming between the Confederated Tribes of the Grande Ronde Community of Oregon (Tribe) and State of Oregon (State) -Amendment III (Amendment), providing for the conduct of class III gaming activities by the Tribe.

We have completed our review of the Amendment submitted by the Tribe and the State and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. See 25 U.S.C. § 2710(d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment. See 25 U.S.C. § 2710(d)(8)(A). The Amendment shall take effect when the notice of this approval is published in the Federal Register. See 25 U.S.C. § 2710(d)(3)(B).

A similar letter has been sent to the Honorable Kate Brown, Governor of Oregon.

Sincerely,

Tara Sweeney,
Assistant Secretary -Indian Affairs

**AMENDMENT TO THE 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**

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AMENDMENT III

AS - IA
Office of Indian Gaming

This amendment is made to the Amended and Restated Class III Gaming Compact between the Confederated Tribes of the Grand Ronde Community of Oregon (“Tribe”) and the State of Oregon (“State”) executed in March of 2006, approved by the Secretary of the Interior on May 12, 2006, and effective July 14, 2006, and as amended by Amendment I and Amendment II to the Amended and Restated Class III Gaming Compact between the Tribe and the State effective December 28, 2012, and December 13, 2017, respectively (hereinafter the “Compact”).

WHEREAS, the Tribe and State wish to authorize sports pool to the extent allowed in the State of Oregon; and

WHEREAS, the Tribe and State further wish to provide procedures for effectuating sports pool.

NOW THEREFORE, the Tribe and the State hereby approve the following amendment to the Compact:

1. **SECTION 3. DEFINITIONS:** Subsection 3(F) is revised, a new subsection 3(Q) is added and subsections 3(Q) through (V) are revised and renumbered as follows:

F. “Counter Game” means keno, race book, sports pool, and off-race course mutual wagering.

Q. “Sports pool” means the business of accepting wagers on sporting events or other events by any system or method of wagering approved by the Nevada Gaming Control Board.

QR. “Table game” means any Class III game allowed under this Compact except video lottery games played on Video Lottery Terminals, keno, off-race course mutual wagering, ~~and~~ race book, and sports pool.

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

ST. “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.

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

ⓉV. “Tribal/State Minimum Internal Control Standards” means the minimum internal control standards, dated January 1997, as amended through ~~February 14, 2003~~ April 5, 2018, set forth in the Appendix to this Compact, and as modified or supplemented pursuant to subsection 8(A).

ⓉW. “Video Lottery Terminal” or “Terminal” means any electronic or other device or machine:

- (1) where the game outcome is determined predominately by the application of the element of chance with the amount won determined by the possible prizes displayed. The game outcome may involve skill, as long as the element of chance plays a predominant role;
- (2) which is available for consumer play at the device upon payment of any consideration and which awards game credits;
- (3) which displays game outcome, win amounts and current credits available for play to the player on an electronic or video display mechanism;
- (4) which employs game outcome decision making technology that can be tested by an independent gaming test laboratory for conformance with this definition, and the Tribal-State Minimum Internal Control Standards for Video Lottery Terminals, as may be amended; and
- (5) which operates on the computerized Casino Management System, as defined in the Tribal-State Minimum Internal Controls Standards.

2. **SECTION 4. AUTHORIZED CLASS III GAMING:** Subsections 4(A), 4(B)(1), 4(B)(2), 4(B)(3), and 4(B)(5) are revised, subsection 4(C) is revised, subsection 4(D) is renamed, subsection 4(D)(4) is revised, a new subsection 4(D)(6) is added, subsections 4(E)(4) and 4(E)(5) are deleted, and subsection 4(F) is added as follows:

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 conducted pursuant to this Compact and consistent with the Interstate Wire Act of 1961, 18 U.S.C. Sec. 1804, to the extent applicable to the Tribe. The Tribe shall not offer any Class III games other than those authorized pursuant to this Compact.

B. Authorized games.¹

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 mutual wagering, race bookmaking, sports pool, 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, except as authorized in this Compact.

¹ Underlining from the original document has been omitted throughout this Amendment III to avoid confusion with language now being added.

~~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 Control Board 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), including offering sports pool on a new technology, 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. With respect to sports pool, any new technology must pass certification by an approved independent gaming test laboratory, if certification of such new technology is generally required in the industry, and must comply with operation and production testing standards, consistent with generally accepted industry standards and practices, as further specified in the Tribal/State Minimum Internal Control Standards.

For purposes of this subsection 4(B)(3), “new technology” means offering sports pool on a technology, application, methodology or process that reasonably requires new regulatory standards in order to protect the fairness, integrity, security, and honesty of the gaming operation.

5. No wagers may be placed or accepted via the Internet or by any telecommunications system or device, except to accomplish off-race course pari-mutuel wagering as permitted pursuant to state law or sports pool wagering on mobile devices.

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.

To the extent the Tribe offers mobile gaming, a patron may only place a bet via a mobile device while physically present at the Gaming Facility.

Notwithstanding reporting requirements under section 9, for a period of six months following initial operation of mobile gaming, the Gaming Commission shall make available for viewing by OSP a weekly report on the number of mobile users logged in for wagering. After a period of six months of mobile gaming operation, OSP may request to continue having available for viewing reports on the number of mobile users logged in for wagering upon a showing that there have been significant problems with the conduct of mobile gaming.

D. Number of Video Lottery Terminals and Table Games.

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.

6. The Tribe may operate a maximum of 80 Table Games.

E. Addition of Authorized Games at Gaming Facility.

~~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 Table Games.~~

F. Wager Limits. The Tribe shall establish wager limits for all games.

1. The maximum wager for any Table Game or Counter Game, except for race book and sports pool, existing at the Gaming Facility on the date this Amendment III becomes effective shall be \$6,000.

a. Whenever a new Table Game or Counter Game, other than race book or sports pool, is introduced, the Tribe shall establish a maximum wager limit of \$2,000 per hand, play or bet.

b. After a period of six months of operation of the new Table Game or Counter Game, other than race book and sports pool, in full compliance with the requirements of this Compact, the Tribe may request that a maximum wager of \$6,000 be authorized.

2. The State may refuse to agree to an increase in the maximum wager limit requested, pursuant to subsection 4(F)(1)(b) above, 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.

3. The maximum wagers for race book shall be \$6,000 for a straight bet and \$1,000 for a parlay bet.

3. SECTION 6. PRINCIPLES GOVERNING GAMING OPERATIONS DECISIONS:

Subsection 6(B)(5)(d) is revised as follows:

5. Expedited Procedure.

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; and
- (7) A malfunction of the mobile gaming geofence, which allows patrons to engage in mobile wagering outside the Gaming Facility.

4. SECTION 8. REGULATIONS FOR OPERATION AND MANAGEMENT OF CLASS III GAMES: Subsection 8(C)(3) is added and a new subsection 8(H) is added as follows:

C. No credit extended.

3. Notwithstanding subsection 8(C)(1), for purposes of sports pool, the Tribe may accept and may permit its vendor to accept any form of non-cash payment that the Oregon State Lottery has accepted, permitted its vendor to accept, or allowed for purposes of funding any player account.

H. Consumer Protection. The Tribe and the State have a shared interest in data breach and identity theft prevention.

1. While not applicable to the Tribe and by way of example only, the State has enacted the Oregon Consumer Identity Protection Act ORS 646A.600 through 646A.628, to protect consumers, which requires an entity to reasonably secure

consumers' personal information and to notify consumers if there is a security breach.

2. The Tribe will reasonably secure personally identifying players club information. In the event that there is a security breach of players club personally identifying information, the Tribe will notify its players club patrons affected by the breach and OSP. OSP and the Tribe agree that this information is reasonably considered confidential and agree not to disclose this information where such disclosure is not otherwise required under State Public Records Law. For purposes of this subsection 8(H)(2):

a. "Security breach" shall mean an unauthorized acquisition of computerized data that materially compromises the security of personally identifying information and exposes a person to identify theft, but does not include an inadvertent acquisition of personally identifying information by an employee or agent if the information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security of personally identifying information exposing a person to identify theft.

b. "Personally identifying information" shall mean a players club patron's first and last name in combination with one or more of the following data elements for such person if encryption, redaction or other methods have not rendered the data elements unusable:

(1) Social Security number;

(2) Driver's license number or state identification card number;

(3) Passport number or other identification number issued by the United States; or

(4) Financial account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to a consumer's financial account.

5. SECTION 9. INSPECTION AND ENFORCEMENT OF GAMING REGULATION:

Subsection 9(A)(2)(q) and subsection 9(A)(6) are added, and subsection 9(B)(1)(b) and subsection 9(B)(2)(c) through (g) are amended, as follows:

A. Tribal Gaming Commission.

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:

q. Monitor compliance with geofence requirements, consistent with subsection 4(C).

6. The Tribal Gaming Commission and OSP share the goal of protecting sports pool.

a. OSP believes that participation in an independent sports wagering integrity organization is essential for the protection of sports pool, and therefore it is the State's policy that all tribal gaming operations in Oregon who engage in sports pool shall participate in an independent sports wagering integrity organization.

b. The Tribal Gaming Commission will require the Tribal Gaming Operation's vendor for sports pool to participate in an independent sports wagering integrity organization. The Tribal Gaming Commission will also require the Tribal Gaming Operation to participate in an independent sports wagering integrity organization.

B. State Enforcement of Compact Provisions.

1. Monitoring.

b. Periodic review of any part of the gaming operation, including compliance with geofence requirements, in order to verify compliance with the requirements of this Compact;

2. Access to Records.

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 ~~192.311410~~ to ~~192.478505~~. Any information concerning the Tribe's Class III gaming activities that are contained in State records may be subject to disclosure under ORS ~~192.311410~~ to ~~192.478505~~ unless the State would be permitted to withhold that information from disclosure under ORS ~~192.311410~~ to ~~192.478505~~. OSP agrees not to disclose records where such disclosure is not otherwise required under State Public Records Law. 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 ~~192.345501~~(2),
- (2) Investigatory information compiled for criminal law purposes as described in ORS ~~192.345501~~(3).
- (3) Information submitted in confidence, as provided in ORS ~~192.355502~~(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 ~~192.311410~~ to ~~192.478505~~ unless the State would be permitted to

withhold that information from disclosure under ORS 192.311410 to 192.478505.

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 192.311410 to 192.478505 unless the State would be permitted to withhold that information from disclosure under ORS 192.311410 to 192.478505.


f. The Tribe has agreed to allow the State access to sensitive financial, security and surveillance information and to give notice of a security breach of players club personally identifying information, pursuant to subsection 8(H). ~~that~~ ~~†~~The Tribe considers all such information 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 or notice of security breach of players club personally identifying information. If the State decides to release any documents that contain information about the Tribe’s Class III gaming activities or notice about a security breach of players club personally identifying information, the State will notify the Tribe at least five (5) working days before any disclosure is made.

EXECUTED as of the date and year written below.

STATE OF OREGON

Dated: 10/31/19



Kate Brown, Governor

CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

Dated: 10.30.19



Chris Mercier, Tribal Council Vice Chair

APPROVED FOR LEGAL SUFFICIENCY

Bonnie Hertzsch for
Karen Clevering
Assistant Attorney General

Dated: 10/31/2019

APPROVED BY THE ASSISTANT SECRETARY – INDIAN AFFAIRS

By: _____

Dated: _____