



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

FEB 28 2008

Honorable Wanda Johnson
Chairperson, Burns-Paiute Tribe
100 Pasigo Street
Bums, Oregon 97720

Dear Chairperson Johnson:

On February 21, 2008, we received Amendment I of the Amended and Restated Tribal-State Compact for Regulation of Class III Gaming (Amendment) between the Burns-Paiute Tribe (Tribe) and the state of Oregon (State). We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (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. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment 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.

A similar letter is being sent to the Honorable Theodore R. Kulongoski, Governor, State of Oregon. We wish the Tribe and the State continued success in their economic venture.

Sincerely,

*Acting Deputy Assistant Secretary -
Policy and Economic Development*

Enclosure

**AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION
OF CLASS III GAMING BETWEEN THE BURNS-PAIUTE TRIBE AND THE
STATE OF OREGON**

AMENDMENT I

This amendment is made to the Class III Gaming Compact between the Burns-Paiute Tribe (“the Tribe”) and the State of Oregon executed on December 30, 2002 and approved by the Secretary of the Interior on February 14, 2003, effective March 18, 2003. The terms of this Amendment are in addition to and, except as specifically provide herein, do not supersede any of the provisions of the original Compact.

WHEREAS, the State wishes to amend the Compact to both revise the methodology for the Tribe’s payment for Oregon State Police (OSP) activities authorized in the Compact and to remove the OSP payment provisions from the Compact and place them in a memorandum of understanding; and

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

I. Section 10.A is revised as follows:

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 cost of performance by OSP of its activities authorized pursuant to this Compact, including associated overhead. The Tribe agrees to pay within 30 days of billing its fair share of the Oregon State Police costs pursuant to the formula set forth in this Section within 30 days of billing a memorandum of understanding (OSP Payment MOU) executed by the Tribe and the State. The OSP Payment MOU can be amended by the parties without amending this Compact.
2. To give the ~~Oregon Gaming Tribes~~ an opportunity for review and comment on its biennium budget, the Oregon State Police agrees to meet and discuss the proposed budget with the Tribes no later than thirty (30) days before the proposed budget is submitted to the Governor. OSP shall distribute, during the development of its biennium budget, a draft to the Tribe of the Tribal Gaming Section portion of the budget. to the Oregon Gaming Tribes p Prior to submission of the proposed budget to either the Governor or the Legislature, OSP agrees to meet with the Tribe. The Oregon State Police shall give full consideration to the Oregon Gaming Tribe’s’ comments on the Tribal Gaming Section budget. Notwithstanding the right of the Oregon Gaming Tribes to comment on the Tribal Gaming Section budget, each the Tribe retains the right to participate in any public review by either the Governor or the Legislature on the Oregon State Police budget as well as

before the Emergency Board for any increase in the Oregon State Police budget.

3. 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 the Oregon State Police costs as provided by this Compact is unique. Nothing in this Compact is intended to, nor shall be construed as, creating a responsibility for the Tribe to pay for any other governmental services rendered by or received from the State.

4. ~~The Tribe's monthly payment to the Oregon State Police shall be computed as follows:~~

~~a.—The biennium budget for the Tribal Gaming Section shall be divided by twenty four (24) to determine the total monthly payment that must be made by the Oregon Gaming Tribes to the Oregon State Police for Compact related activities. This payment shall be referred to as the "OSP Monthly Payment."~~

~~b.—Amounts received by the Oregon State Police from Class III Gaming Contractor license applicants, or any other gaming vendor license applicant, and from the payment for the assignment of Tribal Gaming Section officers to non-tribal gaming duties, shall reduce the OSP Monthly Payment owed by the Oregon Gaming Tribes which reduced sum shall be referred to as the "adjusted OSP Monthly Payment". The reduction in the OSP Monthly Payment owed by the Oregon Gaming tribes shall occur in the month the Oregon State Police receives such payments from third party sources.~~

~~e.—The Tribe's monthly payment to the Oregon State Police shall be computed as follows:~~

$$\begin{array}{r}
 \text{No. of direct Service Hours billed to} \text{-----} \text{Adjusted} \\
 \text{Coquille Tribal Gaming Operations} \text{-----} \text{OSP} \text{-----} \text{Tribe's} \\
 \text{Share of} \\
 \text{-----} \text{X Monthly} \text{-----} \text{OSP} \\
 \text{Monthly} \\
 \text{Total No. of Direct Service Hours} \text{-----} \text{Payment} \text{-----} \text{Payment} \\
 \text{Billed to All Oregon Tribal Gaming} \\
 \text{Operations.}
 \end{array}$$

~~d.—Every six months, or biennium quarter, the Oregon State Police shall reconcile the total payments received from the Oregon Gaming Tribes and third party sources during the six month period. The total of these payments should equal one fourth of the Oregon State Police/Tribal Gaming Section biennium budget. Any underpayment or overpayment shall adjust the amount owed by the Oregon Gaming Tribes the month following the reconciliation.~~

~~5. As used in this section~~

~~a. "Oregon Gaming Tribes" means the federally recognized Indian Tribes in Oregon engaged in Class III gaming pursuant to a Tribal State Compact.~~

~~b. "Direct Service Hours" means the actual time spent by Oregon State Police personnel in performing employee background checks, performing background checks on Class III Gaming Contractors or other gaming vendors (unless paid by the Class III Gaming Contractor or other gaming vendor), performing Compact monitoring functions (including the annual comprehensive compact compliance review), conducting an investigation, and traveling to and from the Gaming facility or the site of a Class III Gaming Contractor background investigation, for a particular Tribal Gaming Operation. The Oregon State Police shall keep direct service hour billing records setting forth the date work is performed, a brief description of the work performed and the amount of time spent.~~

4. The methodology for the payment of Oregon State Police costs as set forth in the OSP Payment MOU shall begin on the effective date of the OSP Payment MOU referenced in Section 10.A.1. Until the date the OSP Payment MOU becomes effective, the current methodology remains in effect.

Executed as of the date and year below.


STATE OF OREGON

Dated: 2-15-08


Theodore R. Kulongoski, Governor

BURNS-PAIUTE TRIBE

Dated: Jan 9, 2008


Cecil Deek - Vice Chair
Wanda Johnson, Chairperson
in behalf of Wanda Johnson

APPROVED FOR LEGAL SUFFICIENCY


Stephanie L. Sumner

Special Counsel to the Attorney General

Dated: 2/20/08

Approved by Acting Deputy Assistant Secretary
- Policy and Economic Development

By: 

Dated: FEB 28 2008