

**AMENDMENT TO THE AMENDED TRIBAL-STATE COMPACT FOR REGULATION OF
CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF COOS, LOWER
UMPQUA AND SIUSLAW INDIANS AND THE STATE OF OREGON**

Amendment II

This amendment is made to the Class III Gaming Compact between the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (the "Tribes") and the State of Oregon (the "State") executed on January 7, 2003, approved by the Secretary of the Interior on February 25, 2003, effective March 7, 2003, as amended by the Tribes and the State on February 15, 2008, and approved by the Secretary of the Interior on February 28, 2008, effective March 17, 2008. The terms of this Amendment are in addition to and, except as specifically provided herein, do not supersede any of the provisions in the original Compact.

WHEREAS, the Tribes and State wish to update the definition of "Video Lottery Terminal" to reflect changes in Video Lottery Terminal technology; and provide procedures for offering new Video Lottery Terminals; and increase the number of VLT's authorized;

WHEREAS, the Tribes and the State further wish to update the location of the Tribe's Gaming Facility; and

WHEREAS, the Tribes and State further wish to increase the wager limits authorized by the Compact; and

WHEREAS, the Tribes and State further wish to clarify the requirements for employee and vendor licensing; and

WHEREAS, the Tribes and State further wish to amend the definition of an "extension of credit" to exclude specific transactions; and

WHEREAS, the Tribes and States further wish to update the provision regarding access to records to reflect changes in state law; and

NOW THEREFORE, the Tribes and State hereby approve the following amendments to the Compact:

1. The definition of "Video Lottery Terminal" in Section 3(W) is revised as follows:

W. "Video Lottery Terminal" or "VLT" means any electronic or other device, ~~contrivance~~ or machine;

- (1) ~~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 electro-mechanical 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~~ is determined predominantly by the application of the element of chance and with 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. 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.

2. The following provision is added to the Compact as Section 4(B)(7):

- 7. Before a new Video Lottery Terminal is offered for Play, the Tribal Gaming Commission shall ensure that the Tribal Gaming Operation develops appropriate internal controls for the new Video Lottery Terminal that meet the Tribal-State MICS. A new Video Lottery Terminal is one in which the basic structure, including sensitive components as defined in the Tribal-State MICS, is different than a previously offered Video Lottery Terminal. The Tribal Gaming Commission shall notify the State of the Tribe's intent to offer such new Video Lottery Terminal and provide related internal controls for review. Within fourteen (14) days of receipt of internal controls, the State shall respond to the Tribal Gaming Commission with its agreement or disagreement.

3. The location of the Tribes' Gaming Facility, Section 4(C), is revised as follows:

- C. Gaming Location. As of the date of this Compact, the parties are in disagreement regarding whether certain lands, known as the "Hatch Tract," as fully described in Exhibit 1 to this Compact, are eligible for gaming pursuant to 25 U.S.C. § 2719. The Secretary of the U.S. Department of the Interior issued a decision that the Hatch Tract is eligible for gaming; however, the State and the Governor are

challenging that decision in a case entitled *Oregon v. Norton*, Civil Case No. 02-6104 TC (D.C. Or filed Apr. 12, 2002). In the event there is a final judicial decision in that case that the Hatch Tract is eligible for gaming, pursuant to 25 U.S.C. § 2719, the Tribes' Gaming Facility authorized by this Compact shall be located on the Hatch Tract. In that event, the Compact provisions related to the gaming location (i.e. transportation, environmental, land use, and matters of local concern) shall be negotiated after the final judicial decision. In the event there is a final judicial decision in that case that the Hatch Tract is not eligible for gaming pursuant to 25 U.S.C. § 2719, the Tribes' Gaming Facility authorized by this Compact shall be located on the Tribes' trust land in Coos Bay, Oregon, as fully described in Exhibit 2 to this Compact, or on any tract of land specified by Congress to be held in trust for the Tribes and eligible for gaming to take place thereon provided, however, that the State reserves the right to object to that location. The Tribes' Gaming Facility authorized by this Compact shall be located on certain lands known as the "Hatch Tract," as fully described in Exhibit 1 to this Compact. Gaming authorized under this Compact shall be conducted only in the Gaming Facility.

4. The authorized number of VLTs in Section 4(D)(1) is revised as follows:

D. Number of VLTs.

1. The number of Class III VLTs authorized by this Compact shall not exceed eight hundred fifty (850) twelve hundred (1200). One (1) year after gaming operations commence at the Gaming Facility, the Tribes may request negotiations for additional VLTs. Subject to other terms of this Compact, the Tribes may determine in its discretion the location and spacing of Video Lottery Terminals within the Gaming Facility.

5. The wager limits in Section 4(E)(2) are revised as follows:

E. Introduction of Authorized Games at Gaming Facility.

2. The Tribes shall establish wager limits for all games. The maximum wager for any Table Game or Counter Game ~~blackjack~~ shall be \$1000~~\$500~~. Whenever ~~any other~~ a new Table or Counter Game is introduced, the Tribes shall establish an initial maximum wager limit of \$500~~\$100~~ per hand, play or bet. After a period of three (3) months of operation of the table game in substantial compliance with the requirements of this Compact, the Tribes may request that a maximum wager of \$1500~~0~~ be authorized. For purposes of this § 4(E), "substantial compliance" means:

6. Section 7(A)(2)(i) is revised as follows:

- i. A current photograph; ~~or~~ and

7. The following provision is added to the Compact as Section 7(A)(5)(h):

h. For purposes of Section 7(A), “committed” means that reasonably reliable information demonstrates that the applicant has engaged in conduct that constitutes the elements of a felony, such that the conduct could be proved by a preponderance of the evidence. For purposes of this section, “reasonably reliable information” means information which would be admissible over an objection in a civil court proceeding, pursuant to the Federal or Oregon Rules of Evidence. An arrest for a crime does not, by itself, constitute the basis for the denial of a gaming license.

8. Section 7(B)(6)(d) is revised as follows:

- d. Notwithstanding the provisions of this paragraph 6 of subsection B of this section, the Tribal Gaming Commission may approve a contract related to Class III gaming that must otherwise be denied if the Tribal Gaming Commission determines, based on consideration of the following factors, that approving such contract would not adversely impact the security, integrity, honesty, and fairness of the Tribal Gaming Operation:

- (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.

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

- fe. Notwithstanding § 7(B)(6)(a), if a prospective Class III Gaming Contract may not be consummated because of the requirements of this § 7(B), ...

9. Sections 8(C) is revised as follows:

- C. No credit extended. All gaming shall be conducted on a cash basis. Except as provided herein, no person shall be extended credit for gaming nor shall the Tribes permit any person or organization to offer such credit for a fee. Cashing checks for purposes of Class III gaming in the Class III gaming area constitutes extending credit under this subsection. The following shall not constitute an extension of credit:
1. ~~This restriction shall not apply to eCredits won by players who activate play on video games of chance after inserting coins or currency into the games;~~
 2. ~~This section shall not restrict the right of the Tribes or any other person to i~~Installing and accepting bank card or credit card transactions in the same manner as is permitted at any retail business in the State;
 3. Cashing a check anywhere in the Gaming Facility that has been issued by a Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians Tribal entity;
or
 4. Cashing checks anywhere in the Gaming Facility using a third party check screening system or program (“Check Screening Service”) that verifies availability of funds or guarantees the check. The Tribes may use a third party Check Screening Service provided the Gaming Operation may not override a negative determination by the service.

10. Section 9(B)(3)(a) relating to records is revised as follows:

- a. The Tribes acknowledges that any records created by 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 Tribes’ Class III gaming operation that is contained in state records may be subject to disclosure under ORS 192.410 to 192.505, unless the State would be permitted to withhold that information from disclosure under ORS 192.410 to 192.505. Examples of the kind of information that may be withheld from disclosure by the State under appropriate circumstances include:
- (1) “Trade secrets” as defined in ORS 192.501(2);

- (2) Investigatory information compiled for criminal law purposes as described in ORS 192.501(3);
- (3) Information submitted in confidence, as provided in ORS 192.502(3), which could include, for example, information contained in state records which would reveal information about the operation of any Class III game or which would reveal information about the workings of the Gaming Operation that could reasonably assist a person in the conduct of activity that could adversely affect the fairness, integrity, security or honesty of the Class III gaming activities; ~~or~~
- (4) Operational plans in connection with an anticipated threat to individual or public safety as described in ORS 192.501(8);
- (5) Records that would allow a person to gain unauthorized access to buildings or other property; identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, services; or disrupt, interfere with or gain unauthorized access to public funds or to information processing, communication or telecommunication systems, including the information contained in the systems, that are used or operated by a public body as provided in ORS 192.501(22);
- (6) Records that would reveal information relating to security measures, as described in ORS 192.501(23); and
- (7) Any information the disclosure of which is specifically prohibited by state or federal law.

STATE OF OREGON

Dated: 8/28/18

Kate Brown
Kate Brown, Governor

CONFEDERATED TRIBES OF THE CONFEDERATED TRIBES OF COOS, LOWER
UMPQUA AND SIUSLAW INDIANS

Dated: 8-12-2018

Mark
Tribal Council Chair

APPROVED FOR LEGAL SUFFICIENCY

Adrianne M DelCotto
Adrianne M DelCotto
Oregon Department of Justice
Dated: 8/28/18

APPROVED BY THE ASSISTANT SECRETARY – INDIAN AFFAIRS

By: _____

Dated: _____