

**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 IV

This amendment (the “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 December 8, 1994, approved by the Secretary of the Interior on February 2, 1995, effective February 16, 1995, as amended by the Tribes and the State on January 7, 2003, approved by the Secretary of the Interior on February 25, 2003, effective March 7, 2003 (“Amendment I”), 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 (“Amendment II”), and as amended by the Tribes and the State on August 28, 2018, as deemed approved by the Secretary of the Interior and effective September 27, 2018 (“Amendment III”). The Compact and subsequent Amendments are collectively referred to as (the “Amended Compact”). The terms of this Amendment are in addition to and, except as specifically provided herein, do not supersede any of the provisions in the Amended Compact.¹

WHEREAS, the State offers sports pool through the Oregon State Lottery Commission, and the Tribe and State wish to amend the Amended Compact to authorize sports pool at the Tribe’s Class III Gaming Facility consistent with the Indian Gaming Regulatory Act, 25 U.S.C. 2701 *et seq.*; 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:** Subsections 3(G), 3(M), and 3(N) are revised, a new subsection 3(S) is added and subsections 3(T) through (X) are revised and renumbered as follows:

G. “Counter Game” means keno, sports pool, and off-race course pari-mutuel wagering.

M. “Major Procurement” means any procurement action or contract for goods, services or products used directly in the operation of Class III games, including but not limited to:

4. Video devices, software or other equipment used in Class III games that may affect the integrity, security, honesty or fairness of the operation and administration of Class III gaming, except equipment specifically included in the definition of Sensitive Procurement;

¹ Previous amendments were erroneously numbered.

N. “Minimum Internal Controls” or “Tribal-State MICS” means the Tribal /State “Minimum Standards for Internal Controls” attached as the Appendix to this Compact, including revisions made pursuant to § 8(A) of this Compact.

S. “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.

ST. “Table Game” means any Class III game allowed under this Compact except video lottery games, keno, off-race course mutual wagering, ~~and~~ race book, and sports pool.

TU. “Tribal Gaming Code” means the code adopted by the Tribes to govern the conduct of Class III gaming, as well as non-Class III gaming activities, as required by IGRA, including subsequent amendments.

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

VW. “Tribal Gaming Operation” means the entity, whether or not separately incorporated, that operates Class III gaming, under tribal authority, and receives revenues, issues prizes and pays expenses in connection with Class III games authorized under this Compact.

WX. “Video Lottery Terminal” or “VLT” means any electronic or other device or machine:

- (1) where the game outcome is determined predominantly by the application of the element of chance and 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 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. **SECTION 4. AUTHORIZED CLASS III GAMING:** Subsections 4(A), 4(B)(1), and 4(B)(5) are revised, subsection 4(B)(6) is deleted, subsection 4(B)(7) is renumbered, subsection 4(C) is revised, and subsection 4(E)(1) is revised:

A. Only Compact between the Tribes and the State.² This Compact shall be the only Compact between the Tribes and State pursuant to IGRA and any and all Class III gaming conducted in the Gaming Facility shall be 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 Tribes. To the extent that elements of this Compact need to be altered to incorporate changes to the agreements between the parties, the parties shall provide such changes in accordance with §12(D) of this Compact.

B. Authorized games.

1. Subject to, and in compliance with the provisions of this Compact, the Tribes may engage in the following Class III games:

a. video lottery games of chance which meet the specifications set forth in the Appendix,

b. keno,

c. blackjack,

d. craps,

e. roulette,

f. pai-gow poker,

g. Caribbean Stud Poker,

h. let-it-ride,

i. mini-baccarat

j. big 6 wheel

k. Off track pari-mutuel wagering on animal racing, except that no wagers may be accepted by telephone, except to accomplish off-race course pari-mutuel wagering as permitted by state law. Any off-track pari-mutuel wagering held at race courses outside the state shall be conducted in compliance with the applicable

² Underlining from the original document has been omitted throughout this Amendment IV to avoid confusion with language now being added.

requirements of the interstate Horseracing Act of 1978, as amended 15 USC § 3001-3007.

1. sports pool

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 within the Tribe's Gaming Facility. This Compact is not intended to preclude the Tribes from seeking negotiation, consistent with IGRA and this Compact, to offer internet gaming in the event of a final federal judicial decision binding in Oregon, a final State of Oregon judicial decision, or congressional legislative action permitting internet gaming in the state of Oregon. If the State disputes whether internet gaming may be offered consistent with this subsection and federal and/or state law, including IGRA, such dispute shall be resolved pursuant to § 16 of this Compact. Compact negotiations as set forth in this § 4(B)(5) shall be initiated pursuant to § 12(D) of this Compact. No such gaming shall be offered until dispute resolution concludes and all legal appeals are final.

6. ~~The Tribes may not offer sports bookmaking.~~

~~7-6.~~ 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 for 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 Tribes' intent to offer such new Video Lottery Terminal and may provide related internal controls for review. Within (14) days of receipt of internal controls, the State shall respond to the Tribale Gaming Commission with its agreement or disagreement.e

C. Gaming 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.

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. The Gaming Facility is further described in the map included in Exhibit 1.

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.

E. Introduction of Authorized Games at Gaming Facility

1. Unless the parties agree to a shorter period, at least sixty (60) days before any game otherwise authorized under § 4(B)(1) or (2) of this Compact is conducted at a Gaming Facility, including offering sports pool on new technology, 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 minimum standards established in the Appendix to this Compact.
- 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 Tribal Gaming Commission, such that those employees have the knowledge and skills required under typical industry standards for the job function that each employee performs, including but not limited to player money management and betting, card counting and detection of cheating methods. The Commission shall notify the ~~Oregon State Police~~ OSP prior to beginning training and provide OSP an opportunity to participate.
- c. Ensure that the Tribal Gaming Operation establishes a security and surveillance plan for the new game that meets the minimum security standards established in the Appendix hereto.
- d. Adopt rules of operation for the game that meets the minimum standards established in the Appendix hereto, including rules of play and standards for equipment.
- e. Notify the ~~Oregon State Police~~ OSP that the Tribes proposes to offer the new game to the public, and, at the same time, provide the ~~Oregon State Police~~ OSP an opportunity to review of all the internal controls, regulations, plans, procedures and rules required under § 4(E)(1).
- f. The Tribes and the State must agree that the Tribes has adopted appropriate internal controls, surveillance plans, game rules and procedures, as provided in this subsection. Further the Tribes and the State must agree that the Tribal Gaming Commission and the ~~Oregon State Police~~ OSP are adequately prepared to regulate and monitor the new game, including that the Tribal Gaming Operation has sufficient, adequately trained personnel to supervise the conduct of the games,

and that the Tribal Gaming Commission has sufficient, adequately trained personnel to monitor and regulate the conduct of the games.

- g. 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 minimum security standards established in the Appendix heretos

For purposes of this subsection 4(E)(1), “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.

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 Operations includes but is not limited to the following examples:

- (1) A criminal indictment or gaming-related offense is filed against any contractor, ~~or~~ owner or Key Employee of a contractor, or against any Key Employee of the Tribal Gaming Operation;
- (2) A criminal organization or members of a criminal organizations have obtained an ownership interest in a contractor, or as member of a criminal organization has become a Keys Employee of a contractor;s
- (3) A malfunction of gaming equipment hardware or softwares causes patrons of the Gaming Facility to lose money, and thats loss is directly related to the equipment malfunction;s
- (4) The security of gaming equipment or software has been impaired by loss, theft, or tampering;
- (5) The physical safety or security of patrons at the Gaming Facility is seriously at risk;

(6) A continuing pattern of failure by the Tribe, the Tribal Gaming Commission or management of the ~~gaming operation~~ Tribal Gaming Operations to enforce compliance with the provisions of this Compact, or the regulations and internal controls governing the ~~gaming operation~~ Tribal Gaming Operations.

(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) is revised, and Subsection 8(H) is added 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. For purposes of sports pool, the Tribe may accept and may permit its vendor to accept any form of non-cash payment that Oregon State Lottery has accepted, permitted its vendor to accept, or allowed for purposes of funding any player account. 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:

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

1. While not applicable to the Tribes 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 Tribes will reasonably secure personally identifying players club information. In the event that there is a security breach of players club personally identifying information, the Tribes will notify its players club patrons affected by the breach and OSP. OSP and the Tribes 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 player’s 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)(g), 9(A)(2)(j), and 9(A)(2)(l) are revised, subsection 9(A)(2)(p) is added, subsection 9(A)(3)(c)(6) is revised, subsection 9(A)(6) is added, subsection 9(B)(1)(b) is revised, and subsection 9(B)(2)(a) through (e) are revised, 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 operations 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:

g. Maintain logs relating to surveillance, security, cashier’s cage, fill/credit, VLTs (showing when machines opened), and VLT location;

j. Ensure that a closed circuit television system is maintained in the all locations where cash ~~cash~~ and non-cash equivalents are maintained in ~~of~~ the ~~Gaming Facility~~ and that copies of the floor plan and TV system are provided to the State;

l. Ensure that all employees of the Gaming Facility ~~pari mutuel clerks~~ are sufficiently trained;

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

3. Tribal Gaming Commission Inspections.

c. Inspections by Tribal Gaming Commission shall include monitoring compliance with the requirements of applicable law, this Compact, regulations, internal controls, ~~and~~ policies and procedures, including but not limited to:

(3) Investigation of any case variance greater than \$100500 in a specific variance report or that the Tribal Gaming Commission determines is a threat to the integrity of the gaming operations followed by a report of the findings to the Tribal Gaming Commission and the Oregon State Police OSP.

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 Tribal Gaming Operation, including compliance with geofence requirements, in order to verify compliance with the requirements of this Compact and with the regulations and Minimum Internal Control Standards;

2. Access to Records. The State is authorized hereby to review 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 Tribes, including all Class III gaming-related contracts, whether those records are prepared or maintained by the Tribes, the Tribal Gaming Commission or the Tribal Gaming Operation. The Tribes agrees to disclosure to the State of relevant Tribal records.

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 192.410311 to 192.505478. Any information concerning the Tribes' Class III gaming operation that is contained in state records may be subject to disclosure under ORS 192.410311 to 192.505478, unless the

State would be permitted to withhold that information from disclosure under ORS 192.410311 to ~~192.505478~~. 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 192.502(3)355(4) 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 192.501345(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 192.501345 (22);
- (6) Records that would reveal information relating to security measures, as described in ORS 192.501345 (23); and
- (7) Any information the disclosure of which is specifically prohibited by state or federal law.

b. Applications submitted to and retained by the ~~Oregon State Police~~ OSP for Class III gaming licenses are State records and may be subject to disclosure ORS 192.410311 to ~~192.505478~~ unless the State would be permitted to withhold that information from disclosure under ORS 192.410311 to ~~192.505478~~.

c. Information about the Tribes’ Class III gaming activities, whether obtained from the Tribes or from any other source, that is included in a document prepared, owned, used or retained by the State in connection with

its duties and functions under this Compact may be subject to disclosure under ORS 192.410311 to 192.505478 unless the State would be permitted to withhold that information from disclosure under ORS 192.410311 to 192.505478 or as otherwise provided by this Compact.

d. The Tribes have agreed to allow the Oregon State Police 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 Tribes have voluntarily given the State access to this information and that the Tribes 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, including the public interest in maintaining the honesty, integrity, fairness and security of the Tribe's Class III gaming activities, would suffer by such disclosure.

e. The State agrees to notify the Tribes promptly of any request for disclosure of documents containing 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 Tribes' Class III gaming activities or notice about a security breach of players club personally identifying information, the State will notify the Tribes' at least five (5) working days before any disclosure is made.

6. SECTION 13. DISCLAIMERS AND WAIVERS: Subsection 13(D) is revised as follows:

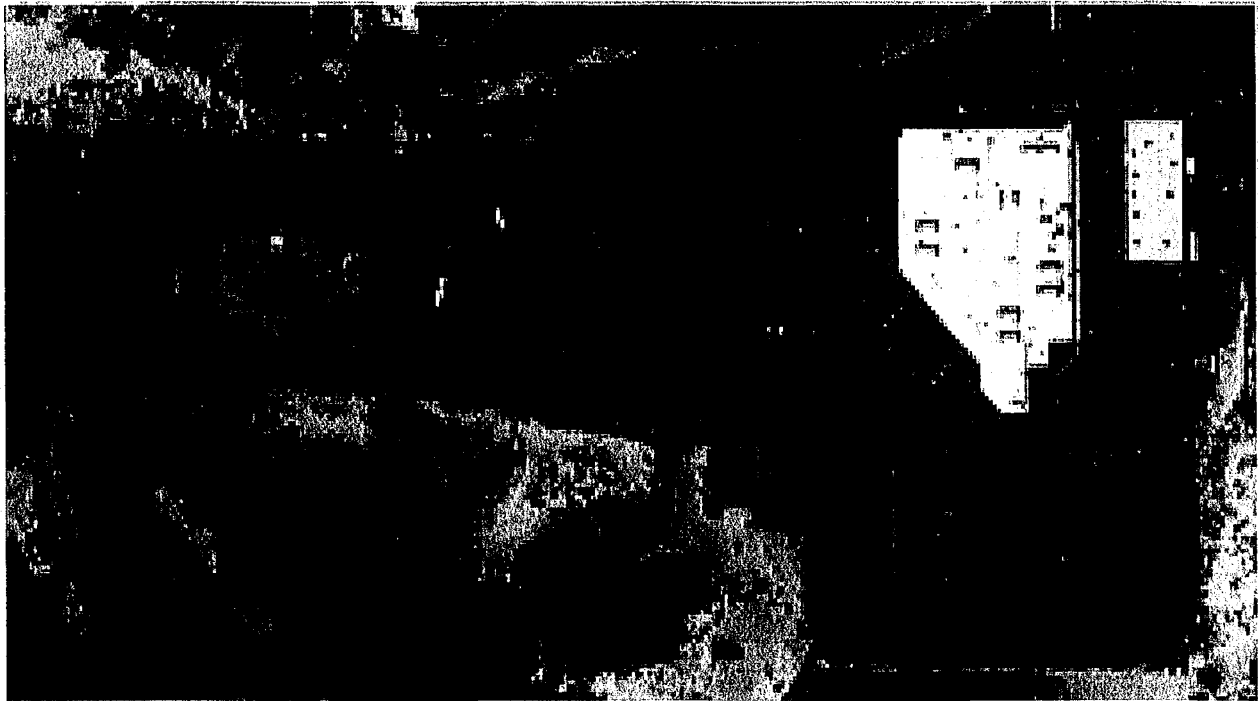
D. Preservation of Tribal Self-Government. Except as provided in § 9(A)(B)(1), nothing in this Compact shall be deemed to authorize the State to regulate in any manner the government of the Tribes, including the Tribal Gaming Commission, or to interfere in any manner with the Tribes' selection of its 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 Tribes.

7. Exhibit 1: Revised to include a description of the Gaming Facility:

The Gaming Location means:

That certain real property in Lane County conveyed by Warranty Deed to the United States of America in trust for the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians on January 28, 1998 and recorded under Recording number 980544.

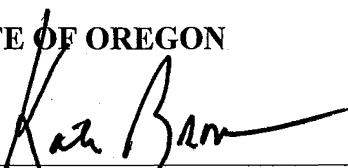
The Gaming Facility is located at 5647 Highway 126, Florence, Oregon, 97439 and contained within boundaries outlined in the map below:



EXECUTED as of the date and year written below.

STATE OF OREGON

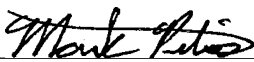
Dated: 6-23-2021



Kate Brown, Governor

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

Dated: 6-15-2021



Mark Petrie, Vice Chairman

APPROVED FOR LEGAL SUFFICIENCY

Karen E. Clevering
Assistant Attorney General

Dated: 6.17.21

APPROVED BY THE ASSISTANT SECRETARY – INDIAN AFFAIRS

By: _____

Dated: _____