



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

FEB - 2 2023

The Honorable Cheryle A. Kennedy
Chairwoman, Confederated Tribes
of the Grand Ronde Community of Oregon
9615 Grand Ronde Road
Grand Ronde, Oregon 97347

Dear Chairwoman Kennedy:

On December 20, 2022, the Department of the Interior received the Amended and Restated Tribal State Compact for Regulation of Class III Gaming (Compact) between the Confederated Tribes of the Grande Ronde Community of Oregon (Tribe) and State of Oregon (State), providing for the conduct of class III gaming activities by the Tribe.

The Compact replaces the Amended and Restated Compact that was effective on July 14, 2006, including Amendment 1, effective December 28, 2012, Amendment II, effective December 13, 2017, and Amendment III, effective December 27, 2019. The Compact permits the Tribe to implement changes in operations regarding cashless wagering, licensing for certain employees and management officials, criteria for issuance of grants through the Tribe's community fund, and other technical corrections and amendments.

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).ee

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

Sincerely,

Bryan Newland
Assistant Secretary – Indian Affairs

**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**

December 2022

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**AMENDED AND RESTATED
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OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES
OF THE
GRAND RONDE COMMUNITY OF OREGON AND
THE STATE OF OREGON**

PREAMBLE.

This Amended and Restated Compact ("Compact") is made between the State of Oregon (hereinafter "State") and the Confederated Tribes of the Grand Ronde Community of Oregon (hereinafter the "Tribe") and pertains to Class III gaming conducted on Indian lands as defined in the Indian Gaming Regulatory Act of October 17, 1988 (Public Law 100-497), 25 U.S.C. 2701 et seq. ("IGRA"). The terms of this Compact are unique to this Tribe.

SECTION 1. TITLE.

This Compact is entered into this 15th day of December, 2022, by and between The Confederated Tribes of the Grand Ronde Community of Oregon, a federally recognized Indian Tribe, and the State of Oregon. Upon execution by the parties and approval by the Secretary of the Interior, this Compact replaces the Amended and Restated Compact entered into between the parties on March 28, 2006, and approved by the Secretary of the Interior on May 12, 2006, and effective July 14, 2006, and as amended by Amendment I, Amendment II, and Amendment III, effective December 28, 2012, December 13, 2017, and December 27, 2019, respectively.

SECTION 2. FINDINGS.

WHEREAS, the Tribe is a federally recognized Indian Tribe and is the beneficial owner of, and local government for, the trust lands of the Tribe located in the State of Oregon;

AND WHEREAS, the State and the Tribe are separate sovereigns and each respects the laws of the other sovereign;

AND WHEREAS, the public policy of the State is reflected in the Constitution, statutes and administrative rules of the State;

AND WHEREAS, the Tribal public policy, as reflected in the Tribe's Constitution and ordinances adopted by the Tribe, is "to form a better tribal organization, secure the rights and powers inherent in our sovereign status and guaranteed to us by federal law, preserve our culture and tribal identity, promote the social and economic welfare of our people, protect and develop our common resources, maintain peace and order, and safeguard individual rights;"

AND WHEREAS, the United States Congress has enacted IGRA which declares federal policy and provides a statutory basis for operation of gaming by the Tribe as a means of promoting tribal economic development, self-sufficiency, and strong tribal government;

AND WHEREAS, the gaming location is on land described in 25 USC §2719(b)(1)(B) (iii);

AND WHEREAS, IGRA is intended to provide a statutory basis for regulation of gaming by the Tribe adequate to shield it from organized crime and other corrupting influences, to ensure that the Tribe is the primary beneficiary of the gaming revenues, and to ensure that gaming is conducted fairly and honestly by both the operators and players;

AND WHEREAS, the continued growth and success of tribal gaming depends upon public confidence and trust that the Tribal Gaming Operation is honest, fair and secure, and is free from criminal and corruptive influences;

AND WHEREAS, public confidence and trust can be maintained only if there is strict compliance with laws and regulations related to licensed gaming establishments, by all persons involved in the gaming operation;

AND WHEREAS, the relationship between the State and the Tribe rests on mutual trust and the recognition that each has a primary duty to protect the gaming public through separate, appropriate responsibilities during the life of current and future compacts;

AND WHEREAS, the Tribe and the State agree that state regulation of Indian gaming in the State of Oregon will be funded by the Oregon Indian gaming tribes;

AND WHEREAS, IGRA provides for a system of joint regulation by Indian Tribes and the Federal government (to the exclusion of the State) of Class I and II gaming on Indian lands as defined in IGRA;

AND WHEREAS, IGRA establishes a system of agreements between Indian Tribes and States for the regulation of Class III gaming as defined in that Act;

AND WHEREAS, IGRA provides that Class III gaming activities are lawful on Indian lands only if such activities are (1) located in a state that permits such gaming for any purpose by any person, organization or entity, (2) authorized by tribal ordinance, and (3) conducted in accordance with a Tribal-State Compact;

AND WHEREAS, the Congressional intent in passing IGRA was to reaffirm a long and well-established principle of federal Indian law as expressed in the United States Constitution, reflected in federal statutes and articulated in decisions of the United States Supreme Court that unless authorized by an act of Congress, the jurisdiction of State governments does not extend to Tribal lands;

AND WHEREAS, IGRA does not extend State jurisdiction or the application of State laws for any purpose other than jurisdiction and application of State laws to gaming conducted on Tribal land as set forth in this Compact;

AND WHEREAS, Congress recognized a role for State public policy and State law in the regulation of Class III Gaming;

AND WHEREAS, nothing in this Compact shall be construed to extend to any other activities or as an abrogation of other reserved rights of the Tribe or of the Tribe's sovereignty;

AND WHEREAS, IGRA is intended to expressly preempt the field in the governance of gaming activities on Tribal lands;

AND WHEREAS, the State recognizes the Tribe's continuing cooperation with the State in assuring the honesty, integrity and security of the gaming operation and the Tribe's commitment to a close working relationship with the Oregon State Police;

AND WHEREAS, the Tribe is authorized to act through Resolutions adopted by its Tribal Council;

AND WHEREAS, the State of Oregon is authorized to act through the Governor of the State.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the Tribe and the State enter into the following Compact:

SECTION 3. DEFINITIONS.

As used in this Compact, and in its Appendix and Exhibit:

- A. "Background investigation" means a security and financial history check of an applicant for a Tribal gaming license, whether the applicant is a prospective employee, consultant, contractor or vendor.
- B. "Cash" means U.S. currency.
- C. "Cash Equivalent" means U.S. currency in the form of a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, check issued by the Gaming Operation or a Grand Ronde Tribal entity, a patron's debit or credit card, a patron's reloadable prepaid card that has been verified as being issued to the patron and is non-transferable, ACH transfer if the operator has security measures and controls to prevent ACH fraud regarding failed ACH deposits, or a voucher recording Cash drawn against a credit card or charge card.

- D. "Cashless Wagering System" means the collective hardware, software, communications technology, and other associated equipment used to facilitate wagering with other than chips, tokens or Cash including use of kiosk, mobile and internet services.
- E. "Certification" means the inspection process identified in the Tribal/State Minimum Internal Control Standards used to approve gaming equipment for use in the Gaming Facility.
- F. "Class III Gaming Contractor" is any individual, business or other entity that applies for or has a license for a Major or Sensitive Procurement.
- G. "Clear and convincing evidence" means it is highly probable that the factual contentions are true. This is a higher standard of proof than by a preponderance of the evidence, but does not require proof beyond a reasonable doubt.
- H. "Controlling Interest" means fifteen percent (15%) or more of the equity ownership of a company.
- I. "Consultant" means any person, other than an employee, who provides advice or expertise to the Tribe concerning the operation or management of the Tribe's Class III gaming activities for compensation. "Consultant" does not include a person engaged for the purpose of training or teaching employees of the Tribal Gaming Operation if the contract for those services is no greater than ninety (90) consecutive days in duration. Consultant also does not include attorneys, accountants, or political or public relations consultants performing legal, accounting, political or public relations services.
- J. "Counter Game" means keno, race book, sports pool, and off-race course mutuel wagering.
- K. "Gaming Facility" means the buildings and grounds upon which the Tribe conducts Class III gaming pursuant to this Compact, including any property used to store gaming equipment.
- L. "Gaming Related Criminal Activity" means any conduct constituting a violation of ORS 167.167 (Cheating) and any other criminal activity involving any controlled item related to the operation of gaming, or used in the course of play of any Class III game. For purposes of this definition, "controlled item", means any item used in the play of a Class III game that requires secure storage or restricted access, including but not limited to: Class III playing cards, dice, VLT paper, gaming chips, keno balls, credit/fill slips, hand pay slips, and keys.
- M. "Key Employee" means any officer or any person who can affect the course of business, make decisions, or is in a sensitive position in an organization or corporation that is an applicant for a Tribal gaming license.

- N. "High Security Employee" means any employee of the Tribal Gaming Operation whose duties directly involve the operation of Class III gaming or management of the Class III Tribal Gaming Operation.
- O. "Low Security Employee" means any employee of the Tribal Gaming Operation whose duties require the employee's presence in any area of the Gaming Facility where Class III gaming activities take place, but who is not a High Security Employee or Primary Management Official.
- P. "Major Procurement" means a procurement action or contract between the Tribal Gaming Operation and a manufacturer, supplier, consultant, or contractor, for goods, services or products used in, or directly affecting the honesty, integrity, security or fairness of, the operation of the Tribe's Class III gaming activities, and not specifically included in the definition of Sensitive Procurement. "Major Procurement" includes but is not limited to procurement actions or contracts:
1. For any goods, services or systems that are part of or related to a computerized system responsible for receiving, processing or recording data from Class III gaming activities or involved in the printing or validating of tickets used in any Class III gaming;
 2. For any goods or services involving the receiving or recording of number selections or bets in any Class III gaming, including but not limited to on-line accounting systems, Keno systems, other random number generating systems and off-track betting systems;
 3. For any goods, services, systems, or products used to determine winners in any Class III gaming;
 4. For purchase, installation, or maintenance of surveillance systems or other equipment used in monitoring Class III gaming activities;
 5. For video devices or other equipment used in Class III games; or
 6. For licenses to use a patented Class III game or game product.
- Q. "Memorandum of Understanding" or "MOU" means a document agreed upon by both the Tribe and relevant State agency that clarifies terms or details of agreed upon Compact provisions and does not add provisions which would require an amendment. Examples include :MICS/TICS MOU, Billing MOU, ODOT Transportation MOU, Law Enforcement MOU, and VLT MOUs.
- R. "Oregon State Police" or "OSP" means the Gaming Enforcement Division, or that administrative unit of the Department of State Police (commonly referred to as the

Oregon State Police) established under ORS 181.020, charged with gaming enforcement regulatory responsibilities, or its successor agency established by law.

- S. "Owner" means any person or entity that owns 5% or more of the equity ownership of a company, alone or in combination with another person who is a spouse, parent, child or sibling.

- T. "Primary Management Official" means any person who:
 - 1. Has high-level management responsibility for part or all of the Tribal Gaming Operation, whether as an employee or under a management contract;
 - 2. Has authority:
 - a. To hire and fire supervisory employees; or
 - b. To set or otherwise establish high-level gaming operations policy; or
 - 3. Is the chief financial officer or other person who has overall financial management responsibility for Class III gaming operations.

- U. "Sensitive Procurement" means any procurement action or contract between the Tribal Gaming Operation and a manufacturer, supplier, consultant, or contractor, for goods, services or products used in or directly affecting the honesty, integrity, security, or fairness of the operation of the Tribe's Class III gaming activities. Sensitive Procurement includes but is not limited to procurement actions or contracts (some of which may otherwise fall within the definition of Major Procurement but are hereby excluded from the definition of Major Procurement):
 - 1. For Class III gaming equipment such as cards, dice, roulette wheels, roulette balls, chips, tokens, gaming tables and table layouts;
 - 2. For video lottery terminal replacement parts that affect the outcome of the game (bill acceptors, printers), and locks and keys for secure storage areas or gaming devices;
 - 3. For accounting systems or surveillance systems to be used in the Tribe's Class III gaming activities (for the purpose of this section "systems" does not include the purchase of individual components within a system not directly related to Class III gaming);
 - 4. For the design of surveillance systems;
 - 5. For gaming consulting services (for the purposes of this section, "gaming consulting services" only include consulting services directly related to Class III gaming

activities and do not include services provided under contracts with attorneys, accountants, or political or public relations consultants);

6. For any other goods or services that OSP and the Tribal Gaming Commission agree are a Sensitive Procurement.
- V. "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.
- W. "Table game" means any Class III game allowed under this Compact except video lottery games played on Video Lottery Terminals, keno, off-race course mutuel wagering, race book, and sports pool.
- X. "Tribal Gaming Commission" or "Commission" means the entity established pursuant to Tribal law with independent authority to regulate gaming activities on Tribal lands.
- Y. "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.
- Z. "Tribal Gaming Ordinance" means the ordinance adopted by the Tribe to govern the conduct of gaming activities on Tribal lands, including amendments.
- AA. "Tribal Lands" means the Tribe's reservation and land held in trust for the Tribe by the federal government.
- BB. "Tribal/State Minimum Internal Control Standards" means the minimum internal control standards, dated June 9, 2020, set forth in the Appendix to this Compact, and as modified or supplemented pursuant to subsection 8(A).
- CC. "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 Control Standards.

SECTION 4. AUTHORIZED CLASS III GAMING.

A This Compact shall be the only Compact between the Tribe and State and any and all Class III gaming 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. Subject to, and in compliance with the provisions of this Compact, the Tribe may engage in the following Class III games: video lottery games, keno, off-race course mutuel 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.
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. 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 using an application, methodology or process that reasonably requires new regulatory

standards in order to protect the fairness, integrity, security, and honesty of the gaming operation.

4. This section shall be construed consistent with federal classification of gaming activities. Notwithstanding any provision of this Compact, any gaming activity classified by federal regulation as Class II activity shall not be subject to the provisions of this Compact. However, the Tribe agrees that if any Class II gaming activities are conducted or intermingled in such a way that they are inseparable from Class III gaming activities, such as surveillance, those activities shall be considered as Class III for purposes of the regulatory authority of the State under this Compact.
 5. No wagers may be placed or accepted via the Internet or by any telecommunications system or device, except to accomplish off-race course parimutuel wagering as permitted pursuant to state law, sports pool wagering on mobile devices, Cashless Wagering System or any other mobile gaming authorized in any manner by the State.
 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 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.
- 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.

1. The number of Class III video lottery games of chance authorized by this Compact shall not exceed 2000. Subject to other terms of this Compact, the Tribe may determine in its discretion the location and spacing of VLTs within the Gaming Facility.
2. The Tribe may acquire the rights to and operate some or all of the maximum number of VLTs another Oregon tribe is authorized to operate pursuant to a compact with the State, pursuant to and at such time as a VLT leasing plan is set forth in a Memorandum of Understanding executed by the Tribe and the State. The total number of VLT rights which may be acquired pursuant to such a leasing plan will be included in the terms of the Memorandum of Understanding, in addition to any other terms either the Tribe or State deem appropriate. VLTs operated pursuant to the Memorandum of Understanding shall not count towards the 2000 VLTs authorized under this Compact. The Memorandum of Understanding can be amended by the parties without amending this Compact.
3. The Tribe may transfer its rights to some or all of the 2000 VLTs authorized under this Compact to another Oregon tribe, pursuant to and at such time as a VLT leasing plan is set forth in a Memorandum of Understanding executed by the Tribe and the State, provided that the Tribe waives the right to operate that number of VLTs which it has so transferred during the time such rights are transferred. The Memorandum of Understanding can be amended by the parties without amending this Compact.
4. 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.
5. For purposes of the calculation of the authorized number of VLTs as provided in this Section 4(D), a VLT providing for play by multiple players shall count as one VLT, as long as the total number of such multiple-player VLTs does not exceed one percent (1%) of the total number of authorized VLTs. If the total number of VLTs providing for play by multiple players exceeds one percent (1%) of the total number of authorized VLTs, then each gaming station at any multiple-player VLTs in excess of one percent (1%) of the total number of authorized VLTs shall be counted as one VLT.

The Tribe may operate a maximum of 80 Table Games.

E. Addition of Authorized Games at Gaming Facility.

1. Unless the parties agree to a shorter period, at least 60 days before any new game, including any variation that changes the basic structure of a previously approved

game, otherwise authorized under this Compact, is conducted at the Gaming Facility, 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 Tribal/State Minimum Internal Control Standards.
 - 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 persons who carry out the functions described in subsection 9(A)(3), such that those employees have the knowledge and skills required under typical industry standards for the job function that employee performs, including but not limited to player money management and betting, card counting and detection of cheating methods. The Tribal Gaming Operation or the Tribal Gaming Commission, as appropriate, will notify OSP prior to beginning training and OSP may attend such training.
 - c. Ensure that the Tribal Gaming Operation establishes a security and surveillance plan for the new game that meets the Tribal/State Minimum Internal Control Standards.
 - d. Adopt rules of operation for the game that meet the Tribal/State Minimum Internal Control Standards, including rules of play and standards for equipment.
 - e. Notify OSP that the Tribe proposes to offer the new game to the public, and provide to OSP for review all of the internal controls, regulations, plans, procedures and rules required under this subsection 4(E)(1).
2. The Tribal Gaming Commission shall notify OSP if the Tribal Gaming Operation proposes to offer a side-bet (also known as a "bonus feature") to a licensed, approved Class III game by a licensed vendor.
- a. The Tribal Gaming Commission shall provide OSP a copy of the description of the side-bet/bonus feature, equipment specifications (if any), payouts, maximum bet limit, rules establishing how the side-bet/bonus feature is played, proposed game rules and procedures, training curriculum, and surveillance plans (if required), and if any substantive modifications are made following the original proposal sent to OSP, the relevant documents reflecting the modifications.
 - b. OSP may offer comments on the proposed side-bet/bonus feature. OSP will be notified in writing of a proposal to place the side-bet/bonus feature on the Tribal Gaming Commission's agenda for approval no less than 10 days prior to the meeting.

3. Introduction of a bonus or side bet feature offered by a vendor not previously licensed pursuant to subsection 7(B) shall comply with the requirements listed in subsection 7(B)(1).

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 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.

SECTION 5. JURISDICTION.

A. In General.

1. The State shall have criminal jurisdiction over offenses committed by or against Indians and non-Indians within the Gaming Facility and on Tribal lands; the criminal laws of the State shall have the same force and effect on Tribal lands as they have on non-Tribal lands within the State.
2. If the Tribe authorizes the Tribal Court to hear criminal cases arising on Tribal lands, the Tribe and the State shall have concurrent criminal jurisdiction over offenses committed by Indians within the Gaming Facility and on the Tribal Lands. The enforcement of criminal laws at the Gaming Facility shall be established pursuant to and by a Memorandum of Understanding to be executed by the Tribe and OSP.
3. The Tribe and the State agree that local law enforcement officials are the first response for criminal or public safety issues that are not related to Gaming Related Criminal Activity. As between the OSP and local law enforcement officials, OSP

shall have exclusive authority to investigate Gaming Related Criminal Activity. Nothing in this subsection 5(A)(3) shall preclude the Tribe from requesting OSP assistance on any criminal or public safety issue.

4. The Tribe agrees to cooperate with State law enforcement on the investigation and prosecution of any Gaming Related Criminal Activity committed at the Gaming Facility.
 5. Although the Tribe has established a law enforcement agency that is responsible to investigate criminal law violations on Tribal lands, the Tribe agrees that the State shall continue to have the authority to investigate possible violations of this Compact or other gaming regulatory matters. The Tribe and the State further agree that their respective law enforcement agencies will cooperate in any investigation that involves or potentially involves both criminal and regulatory violations.
- B. Except as provided in a Memorandum of Understanding executed in accordance with subsection 5(A)(2), law enforcement officers of the State of Oregon, or officers designated by the State, shall have free access to anywhere within the Gaming Facility and on Tribal lands used for or in relation to Class III gaming for the purpose of maintaining public order and public safety, conducting investigations related to possible criminal activity. The Tribe, or individuals acting on its behalf, shall provide State law enforcement officers or officers designated by the State access to locked and secure areas of the Gaming Facility in accordance with the regulations for the operation and management of the Tribal Gaming Operation.
- C. Nothing in this Compact shall be construed to affect the civil or criminal jurisdiction of the State under Public Law 83-280. The Tribe and the State agree that the criminal laws of the State of Oregon that proscribe gambling activities shall apply to any person who engages in the proscribed activities if those activities are not conducted under the authority of the Tribe as provided in this Compact and under the Indian Gaming Regulatory Act.

SECTION 6. PRINCIPLES GOVERNING GAMING OPERATIONS DECISIONS.

- A. The Tribe and the State agree that maintaining the honesty, integrity, fairness and security of the Tribal Gaming Operation is essential both to the success of the enterprise, and to satisfy the interests of the State and of the Tribe. The Tribe and the State agree that both have the responsibility to protect the citizens of this State who patronize the Tribal Gaming Operation from any breach of security of the Tribal Gaming Operation. Accordingly, all decisions by the Tribe, the Tribal Gaming Commission and the management of the Tribal Gaming Operation, concerning regulation and operation of the Tribal Gaming Operation, including those decisions expressly placed within the Tribe's discretion under the terms of this Compact, shall be consistent with each of the following principles:

1. Any and all decisions concerning regulation and operation of the Tribal Gaming Operation, whether made by the Tribe, the Tribal Gaming Commission or the management of the Tribal Gaming Operation, shall reflect the particularly sensitive nature of a gaming operation.
2. The Tribal Gaming Commission and the management of the Tribal Gaming Operation shall work diligently and take all reasonably necessary affirmative steps to prevent cheating and theft, and to protect the gaming operations from the influence or control by any form of criminal activity or organization.
3. The Tribe, the Tribal Gaming Commission and Tribal Gaming Operation shall make no decisions that compromise the fairness, integrity, honesty, or security of the Tribal Gaming Operation in awarding contracts, licensing and hiring employees, and making business decisions concerning the operation of the gaming enterprise.
4. Regulation and operation of the Tribe's gaming activities shall be, at a minimum, consistent with generally accepted industry standards and practices.

B. Procedure for Resolving Disputes Concerning Operational Decisions.

1. If the State, in good faith, believes that any decision by the Tribe relating to the employment or licensing of any employee, awarding of any contract or operation of the gaming enterprise is inconsistent with the principles set forth in subsection 6(A), the State may give written notice to the Tribe. The written notice shall describe the factual basis for the State's concern.
2. The parties shall meet and confer within 15 days after the Tribe receives the notice.
3. If the State's concern is not resolved informally, either party may initiate non-binding arbitration within 45 days after the service of the written notice.
 - a. An arbitrator shall be selected in the following manner:
 - (1) The parties shall obtain a list of qualified arbitrators from U.S. Arbitration and Mediation of Oregon, or any other arbitration panel agreed to by the parties.
 - (2) Each party, in turn, shall strike one name from the list, until one name remains. The parties shall draw lots to determine which party makes the first strike.
 - b. Upon agreement by both parties, the arbitration proceeding shall be binding.
 - c. The parties shall divide the cost of the arbitration proceeding equally between them.

4. Upon conclusion of the arbitration proceeding, if the parties have not elected to be bound by that result, either party may initiate an action in the United States District Court for the District of Oregon as provided in section 17.
5. Expedited Procedure.
 - a. If the State, in good faith, believes that there is an immediate threat to the honesty, integrity, fairness and security of the Tribal Gaming Operation, and believes that substantial harm will result during the time that would pass if the procedure established in subsection 6(B)(1)-(3) is followed, the State may give written notice to the Tribal Gaming Commission. The written notice shall describe the factual basis for the State's concern. The written notice shall describe the specific action the State believes is necessary to prevent substantial harm from occurring. The Tribe agrees that the Tribal Gaming Commission shall act according to the State's recommendation, unless the commission determines that acting according to the State's recommendation would adversely affect the honesty, integrity, fairness and security of the Tribal Gaming Operation. Nothing in this subsection 6(B)(5) shall preclude the Tribe from invoking the dispute resolution procedures provided in this Compact after the Tribal Gaming Commission implements the State's recommendation.
 - b. The parties shall confer within five (5) days after the Tribe receives the notice.
 - c. If the State's concern is not resolved informally within ten days after the Tribe receives the notice, the State may initiate an action in the United States District Court for the District of Oregon as provided in section 17.
 - 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;

(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.

C. The provisions of this section 6 shall provide the exclusive method for resolving disputes as to the Tribe's decisions concerning hiring or contracting under section 7, or concerning operation of the Gaming Facility.

SECTION 7. LICENSING AND CONTRACTING.

A. Licensing of Gaming Employees.

1. All Primary Management Officials, High Security Employees and Low Security Employees employed in the Gaming Facility shall be licensed by the Tribal Gaming Commission in accordance with the provisions of this Compact.
2. All prospective High Security and Primary Management Official licensees shall provide to the Tribal Gaming Commission the following information:
 - a. Full name, including any aliases by which the applicant has been known;
 - b. Social security number;
 - c. Date and place of birth;
 - d. Residential addresses for the past five years;
 - e. Employment history for the past five years;
 - f. Driver's license number;
 - g. Class III gaming related licenses issued and disciplinary actions taken by any state agency or tribal gaming agency;
 - h. All criminal proceedings, except for minor traffic offenses, to which the applicant has been a party for the past five years;
 - i. A current photograph;

- J. Fingerprints; and
 - k. Any other information required by the Tribal Gaming Commission.
3. a. The Tribal Gaming Commission shall perform a background investigation. OSP may review the applicant's background investigation file prepared by the Tribal Gaming Commission consistent with regular monitoring practices or in conjunction with a scheduled Comprehensive Compact Compliance Review. OSP may also conduct a background investigation, or supplement the Tribal Gaming Commission's background investigation when OSP determines there are concerns with the applicant's background, but it shall notify and consult with the Tribal Gaming Commission prior to commencing such investigation. In the event that OSP conducts a background investigation, it shall provide a written report of the completed background investigation, including copies of all documents presented to OSP for its use in making a determination of Compact licensing compliance, unless prohibited by law, to the Tribal Gaming Commission within a reasonable period of time, but in no event shall such time period exceed sixty (60) days without notice to the Tribal Gaming Commission.
- b. The Tribal Gaming Commission may request OSP to perform a background investigation on any prospective Low Security Employee. Upon such request, OSP shall conduct a background check as provided in subsection 7(A)(3)(a).
4. a. Except as provided in subsection 7(A)(5), the Tribal Gaming Commission shall deny a gaming license to any High Security Employee or Primary Management Official who:
- (1) Has, within the ten-year period preceding the date of application for a license, been adjudicated a felon on charges other than a traffic offense, whether or not conviction of such a felony has been expunged, under the law of any federal, state or tribal jurisdiction, or is the subject of a civil judgment under the law of any federal, state or tribal jurisdiction that is based on a judicial finding of facts that constitute the elements of a felony other than a traffic offense, in that jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the applicant has engaged in conduct that constitutes the elements of such a felony, such that the conduct could be proved by clear and convincing evidence.
 - (2) Has been convicted of a crime involving unlawful gambling under the law of any federal, state or tribal jurisdiction, whether or not conviction of such a crime has been expunged, or is the subject of a civil judgment under the law of any federal, state or tribal jurisdiction that is based on a judicial finding of facts that constitute the elements of a crime involving unlawful gambling in that jurisdiction, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the applicant has

engaged in conduct that constitutes the elements of a crime involving unlawful gambling, such that the conduct could be proved by clear and convincing evidence.

- (3) Has associated in a direct business relationship, whether as a partner, joint venturer or employer, with any other person who has been convicted of a felony other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction and OSP can establish that the applicant was in any way involved in the criminal activity as it occurred, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the person has engaged in conduct that constitutes the elements of such a felony or a crime involving unlawful gambling, such that the conduct could be proved by clear and convincing evidence.
- (4) Was employed by any other person who has been convicted of a felony on charges other than a traffic offense, or a crime involving unlawful gambling, under the law of any federal, state or tribal jurisdiction and OSP can establish that the applicant was in any way involved in the criminal activity as it occurred, or if OSP informs the Tribal Gaming Commission that it has determined, based on reasonably reliable information, that the person has engaged in conduct that constitutes the elements of such a felony or a crime involving unlawful gambling, such that the conduct could be proved by clear and convincing evidence.
- (5) Has been subject to convictions or judicial finding of offenses, other than traffic offense, that demonstrates a pattern of disregard for the law, or if the Tribal Gaming Commission or OSP determines, based on reasonably reliable information, that the applicant has engaged in conduct that demonstrates a pattern of disregard for the law, such that the conduct could be proved by a preponderance of the evidence.
- (6) For purposes of this section, "reasonably reliable information" shall mean information which would be admissible in a civil court proceeding over an objection under the Federal or Oregon Rules of Evidence.

b. The Tribal Gaming Commission shall deny a gaming license to any prospective High Security Employee or Primary Management Official if:

- (1) The applicant fails to disclose any material fact to the Tribal Gaming Commission or OSP or their authorized agents during a background investigation; or
- (2) The applicant misstates or falsifies a material fact to the Tribal Gaming Commission or OSP during a background investigation.

c. The Tribal Gaming Commission may deny a gaming license to any prospective High Security Employee or Primary Management Official for any reason the Tribal Gaming Commission deems sufficient. Such decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection 6(A). In determining whether to deny a gaming license to any prospective High Security Employee or Primary Management Official, the factors to be considered by the Tribal Gaming Commission shall include, but need not be limited to, the following:

- (1) The applicant has been convicted of any crime (other than a crime listed in subsection 7(A)(4)(a)) in any jurisdiction; or
- (2) The applicant has associated with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, honesty, integrity, security, fairness or reputation of the Tribal Gaming Operation; or
- (3) There is any aspect of the applicant's past conduct that the Tribal Gaming Commission determines would adversely affect the honesty, integrity, security or fairness of Tribal Gaming Operation.

d. The Tribal Gaming Commission may deny a gaming license to any prospective Low Security Employee who is disqualified according to the criteria described in subsection 7(A)(4)(a)(1) or (2). The Tribal Gaming Commission may deny a gaming license to any Low Security Employee applicant who would otherwise be disqualified under any other criteria in subsection 7(A)(4). Decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection 6(A).

e. The Tribal Gaming Commission may reject an application if the applicant has not provided all of the information requested in the application.

d. Except as provided in subsection 7(A)(7), no Primary Management Official or High Security Employee may be licensed by the Tribal Gaming Commission until all background checks required under subsection 7(A)(3) are completed.

5. Waiver of Disqualifying Criteria.

- a. If a prospective Primary Management Official, High Security Employee or Low Security Employee is disqualified for licensing under the provisions of subsection 7(A)(4), and the Tribal Gaming Commission believes that there are mitigating circumstances that justify waiver of the disqualifying factor, the Tribal Gaming Commission may give written notice to OSP asking to meet and confer concerning waiver of the disqualification. The Tribal Gaming Commission and OSP shall meet within 15 days after written notice is given.

- b. In order to waive disqualification of licensing of any prospective Primary Management Official, High Security Employee or Low Security Employee, both the Tribal Gaming Commission and OSP must agree on the waiver.
 - c. Waiver of disqualification of licensing may be based on one or more of the following circumstances:
 - (1) Passage of time since conviction of a crime;
 - (2) The applicant's age at the time of conviction;
 - (3) The severity of the offense committed;
 - (4) The overall criminal record of the applicant;
 - (5) The applicant's present reputation and standing in the community;
 - (6) The nature of the position for which the application is made;
 - (7) The nature of a misstatement or omission made in the application;
 - (8) Any mitigating circumstances determined by the Tribal Gaming Commission to merit waiver; or
 - (9) Tribal Gaming Commission proposed conditions such as limited term of licensure, restrictions on duties or specific kinds of supervision.
6. Background investigation during employment. The Tribal Gaming Commission or OSP may conduct additional background investigations of any gaming licensee at any time during the term of licensure. If after investigation, OSP determines there is cause for suspension of a gaming license under the criteria established in this subsection 7(A), it shall promptly so report to the Tribal Gaming Commission and furnish the Tribal Gaming Commission with copies of all relevant information pertaining to such determination. The Tribal Gaming Commission shall review OSP's report and supporting materials and proceed as provided in subsection 7(A)(9), as appropriate. If a licensee subject to this subsection 7(A)(6) reapplies for licensure, the Tribal Gaming Commission shall notify OSP before any licensing action is taken.
7. Temporary licensing of employees.
- a. The Tribal Gaming Commission may issue a temporary license to High Security Employees and Primary Management Officials upon review of the application and computerized criminal history check by the Tribal Gaming Commission, if the

applicant would not be disqualified on the basis of the results of the review and checks. The temporary license shall expire and become void upon completion of the background check and submission of the results to the Tribal Gaming Commission. If the applicant does not qualify for a permanent license, the Tribal Gaming Commission shall immediately rescind the temporary license.

- b. The Tribal Gaming Commission may issue a temporary license to a Low Security Employee upon submission of the application to OSP, or upon completion of a review of the application and completion of a computerized criminal history check and credit check by the Tribal Gaming Commission, if the applicant would not be disqualified on the basis of the results of the review and checks. The license of any Low Security Employee shall be immediately suspended if OSP or the Tribal Gaming Commission determines that the employee does not meet the criteria established in subsection 7(A)(4)(d).
8. Duration of license and renewal. Any license shall be effective for not more than three (3) years from the date of issue except that a licensee who has applied for renewal may continue to be employed under the expired license until final action is taken on the renewal application in accordance with the provisions of subsection 7(A)(2)-(5). Applicants for renewal shall provide updated information on a form provided or approved by OSP to the Tribal Gaming Commission but will not be required to resubmit historical data already provided. OSP may perform a new background investigation for any licensee whose license is renewed.
9. Revocation of license. The Tribal Gaming Commission may revoke the license of any licensee pursuant to policies determined by the Tribal Gaming Commission. Upon determination that a licensee is disqualified according to the criteria described in subsection 7(A)(4), the Tribal Gaming Commission shall suspend the license and require the Tribal Gaming Operation to immediately suspend employment pending final action of the Tribal Gaming Commission, which must be consistent with the provisions of this Compact
10. The Tribal Gaming Operation shall develop policies and procedures, including provisions for appropriate corrective action, to ensure employees comply with the Tribal Gaming Commission's minimum internal control standards.
11. The Tribal Gaming Commission agrees to provide to the Oregon State Police, upon request, a list of all current Class III employees of the Gaming Facility, including department and title, and to give notice to the Oregon State Police of any suspension, renewal or revocation of an employee's gaming license.

B. Contracts with Manufacturers and Suppliers.

1. Major Procurements.

- a. Except as otherwise provided in subsection 7(B)(3) and (9), the Tribal Gaming Commission agrees not to license any Class III Gaming Contractor for a Major Procurement until a background investigation has been completed by the OSP on the Class ID Gaming Contractor.
- b. The Tribal Gaming Commission shall submit a letter of intent to do business between the Tribal Gaming Operation and the Class III Gaming Contractor to OSP for a background investigation of the Class III Gaming Contractor.
- c. Except as otherwise provided in subsection 7(B)(3), the OSP shall conduct a background investigation and provide a written report to the Tribal Gaming Commission within a reasonable period of time, but in no event shall the time for completion of such background investigation exceed sixty (60) days without written notice and consent by the Tribal Gaming Commission. The sixty (60) days shall commence after OSP receives from the Class III Gaming Contractor both OSP fee for the background investigation under subsection 7(C), and full disclosure of all information requested by the Tribal Gaming Commission and OSP under subsection 7(B)(4). In cases where the background investigation takes longer than sixty (60) days, the OSP shall notify the Tribal Gaming Commission at the expiration of the sixty (60) days and every thirty (30) days thereafter in writing as to the status of the investigation, describing why the investigation is taking longer than sixty (60) days, and the anticipated completion date of the investigation.

2. Sensitive Procurements.

- a. Except as otherwise provided in subsection 7(B)(3) and (9), the Tribal Gaming Commission agrees not to license any Class III Gaming Contractor for a Sensitive Procurement until a background investigation has been completed by OSP on the Class III Gaming Contractor, if conducted by OSP.
- b. The Tribal Gaming Commission shall submit a letter of intent to do business between the Tribal Gaming Operation and the Class III Gaming Contractor to the OSP for a background investigation of the Class III Gaming Contractor.
- c. Except as provided in subsection 7(B)(3), OSP may conduct a background investigation. If OSP conducts a background investigation, OSP shall provide a written report to the Tribal Gaming Commission within a reasonable period of time, but in no event shall the time for completion of such background investigation exceed sixty (60) days without written notice to and consent by the Tribal Gaming Commission. The sixty (60) days shall commence after OSP

receives from the Class III Gaming Contractor both the OSP fee for the background investigation under subsection 7(C), and full disclosure of all information requested by the Tribal Gaming Commission and OSP under subsection 7(B)(4). In cases where the background investigation takes longer than sixty (60) days, OSP shall notify the Tribal Gaming Commission at the expiration of the sixty (60) days and every thirty (30) days thereafter in writing as to the status of the investigation, describing why the investigation is taking longer than sixty (60) days, and the anticipated completion date of the investigation.

3. OSP agrees to maintain a list of Class III Gaming Contractors that have been approved by OSP or the Oregon Lottery Commission (or either of their successors) to do business in Oregon with any gaming entity. If a Class III Gaming Contractor is on the list, the Tribal Gaming Commission may license the Class III Gaming Contractor for a Major or Sensitive Procurement upon giving notice to OSP.
4. All Class III Gaming Contractors, and any owner or key employee of a Class III Gaming Contractor, shall provide all personal and business information required by OSP to conduct its background investigation.
5. The Tribal Gaming Commission shall not approve any license for a Major or Sensitive Procurement for a Class III Gaming Contractor that does not grant both OSP and the Tribal Gaming Commission access to the Class III Gaming Contractor's business and financial records.
6. Criteria for Denial of Major or Sensitive Procurement License.
 - a. Except as otherwise provided, the Tribal Gaming Commission shall deny a license for any Major or Sensitive Procurement if the following conditions are either disclosed in the application materials or reported by OSP relative to a particular Class III Gaming Contractor:
 - (1) A conviction of the Class III Gaming Contractor or any owner or key employee of the Class III Gaming Contractor for any felony other than a traffic offense, in any jurisdiction within the ten year period preceding the date of the application;
 - (2) A conviction of the Class III Gaming Contractor or any owner or key employee of the Class III Gaming Contractor for any gambling offense in any jurisdiction;
 - (3) A civil judgment against the Class III Gaming Contractor or any owner or key employee of the Class III Gaming Contractor, based in whole or in part upon conduct that allegedly constitutes a gambling offense, or a civil judgment entered within the ten year period preceding the date of the application against the Class III Gaming Contractor or any owner or key employee of the Class III Gaming Contractor;

III Gaming Contractor, based in whole or in part upon conduct that allegedly constitutes a felony other than a traffic offense;

- (4) A willful failure by the Class III Gaming Contractor to disclose any material fact to OSP or the Tribal Gaming Commission or their authorized agents during initial or subsequent background investigations;
 - (5) A willful misstatement or untrue statement of material fact made by the Class III Gaming Contractor to OSP or the Tribal Gaming Commission or their authorized agents during initial or subsequent background investigations as determined by the Tribal Gaming Commission or OSP;
 - (6) An association with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, security, integrity, honesty, fairness or reputation of the Tribe;
 - (7) Any aspect of the Class III Gaming Contractor's past conduct that the Tribal Gaming Commission or OSP determines would adversely affect the integrity, security, honesty or fairness of Tribal gaming;
 - (8) The Class III Gaming Contractor has engaged in a business transaction with an Indian tribe that involved providing gaming devices for a Class III gaming operation that was conducted by the tribe without a State-Tribal Class III gaming compact in violation of the Indian Gaming Regulatory Act.
- b. The Tribal Gaming Commission may deny a license for any Major or Sensitive Procurement for any reason the Tribal Gaming Commission deems sufficient. Such decision to deny a license for Major or Sensitive Procurement shall be consistent with the principles set forth in subsection 6(A).
 - c. The Tribal Gaming Commission may deny a license for any Major or Sensitive Procurement if:
 - (1) A person who is unqualified or disqualified to be a Class III Gaming Contractor owns, is an agent of or has any other interest in the applicant, regardless of the qualifications of the person who seeks approval as a contractor; or
 - (2) The Class III Gaming Contractor demonstrates inadequate financing for the business proposed under the type of contract for which application is made. In determining whether financing is adequate, the Tribal Gaming Commission shall consider whether financing is from a source that meets the qualifications of subsection 7(A)(4) or subsection 7(B)(6) and whether that financing is in an amount to ensure the likelihood of success in the performance of the Class III Gaming Contractor's duties and responsibilities; or

- (3) The Class III Gaming Contractor or its employees fail to demonstrate business ability and experience to establish, operate and maintain the business for the type of contract for which the application is made.
- d. In evaluating whether to deny a license for any Major or Sensitive Procurement based on subsection 7(B)(6), the Tribal Gaming Commission may consider the following factors:
 - (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.
 - e. No Class III Gaming Contractor applying for a Major or Sensitive Procurement license 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 lottery, gambling or gaming control agency, Indian Tribe, or National Indian Gaming Commission, and such ownership, manufacture, possession, operation, or income is disclosed to and approved by the Tribal Gaming Commission and OSP.
 - f. The Tribal Gaming Commission or OSP may reject an application if the Class III Gaming Contractor has not provided all of the information requested in the application.
 - g. Notwithstanding subsection 7(B)(6)(a), if a license for a Major or Sensitive Procurement is required to be denied under this subsection 7(B), because a person previously associated with the Class III Gaming Contractor or an employee of the Class III Gaming Contractor has been convicted of a crime or a civil judgment entered within the ten year period preceding the date of the application against the Class III Gaming Contractor or employee of the Class III Gaming Contractor, based in whole or in part upon conduct that allegedly constitutes a felony other than a traffic offense, the Tribal Gaming Commission may license the Major or -Sensitive Procurement if the Class III Gaming Contractor has severed its relationship with that person or employee. Before the Tribal Gaming Commission may license the Major or Sensitive Procurement under this subsection 7(B)(6)(g), OSP and the Tribal Gaming Commission must agree that

the relationship between the Class III Gaming Contractor and the person or employee has been severed. For purposes of this subsection 7(B)(6)(g), a relationship is severed if the person or the employee has no continuing connection with the direction or control of any aspect of the business of the Class III Gaming Contractor, and the person or employee is no longer employed by the Class III Gaming Contractor in any capacity. The burden of showing to the satisfaction of the Tribal Gaming Commission and OSP that a relationship has been severed is on the Class III Gaming Contractor.

7. Revocation of Major or Sensitive Procurement License.

- a. The Tribal Gaming Commission may revoke a license for a Major or Sensitive Procurement pursuant to policies and procedures determined by the Tribal Gaming Commission.
- b. Immediately upon the occurrence of any of the following, the Tribal Gaming Commission shall suspend a license for a Major or Sensitive Procurement, pending final action of the Tribal Gaming Commission, which must be consistent with the provisions of this Compact:
 - (1) The Class III Gaming Contractor is discovered to have made any statement, representation, warranty, or certification in connection with the license that is materially false, deceptive, incorrect, or incomplete;
 - (2) The Class III Gaming Contractor, or any officer or employee of the Class III Gaming Contractor or any owner of five percent (5%) or more of the equity ownership in the Class III Gaming Contractor, is convicted of a felony or a gambling-related offense that reflects on the Class III Gaming Contractor's ability to perform honestly in carrying its business with the Tribal Gaming Operation;
 - (3) The Class III Gaming Contractor jeopardizes the integrity, security, honesty, or fairness of the Tribal Gaming Operation;
 - (4) Upon transfer of a Controlling Interest of the Class III Gaming Contractor that jeopardizes the fairness, integrity, security and honesty of the Tribal Gaming Operation;
 - (5) The Class III Gaming Contractor fails to pay OSP's annual update background investigation fee or fails to provide financial or operating data requested for purposes of the annual update; or
 - (6) OSP reports to the Tribal Gaming Commission information that would require license for a Major or Sensitive Procurement to be denied under this subsection 7(B).

8. Contractor Reporting Requirements.

- a. The Tribal Gaming Commission shall require all Class III Gaming Contractors to submit to the Tribal Gaming Commission and OSP any financial and operating data requested by the Tribal Gaming Commission or OSP.
- b. The Tribal Gaming Commission shall specify the frequency and a uniform format for the submission of such data.
- c. The Tribal Gaming Commission, OSP, or their agents reserve the right to examine contractor tax records and the detailed records from which the tax reports are compiled.
- d. The Tribal Gaming Commission shall require all Class III Gaming Contractors to notify both the Tribal Gaming Commission and OSP of the transfer of a Controlling Interest.

9. Temporary Licensing of Major and Sensitive Procurement. The Tribal Gaming Commission, if a business necessity or the protection of the honesty, integrity, fairness and security require it, may perform an abbreviated review to enable the execution of a temporary contract and issue a temporary gaming license while a complete background investigation is being performed by OSP; provided that the Class III Gaming Contractor has paid any deposit required to be paid to OSP for background investigation costs. Any temporary contract or temporary gaming license executed under authority of this subsection 7(B)(9) shall be rescinded immediately if the background investigation discloses that the Class III Gaming Contractor does not meet the criteria described in subsection 7(B)(6).

10. Criteria for Approval of a Temporary Major or Sensitive Procurement Contract and Gaming License. The Tribal Gaming Operation may execute a temporary contract and the Tribal Gaming Commission may issue a temporary gaming license upon completion of a review of the Class III Gaming Contractor's application, completion of a computerized criminal history check, credit check, review of the Class III Gaming Contractor's financial ability to perform and payment of any deposit required to be paid to OSP for background investigation cost. OSP shall advise the Tribal Gaming Commission of a Class III Gaming Contractor's failure to pay any required deposit at least seven days prior to the scheduled Tribal Gaming Commission meeting at which temporary licensure will be considered. The Tribal Gaming Commission shall notify OSP in writing that a proposal for a temporary license may be on the agenda of the next Tribal Gaming Commission meeting, but in no event shall the notice be received less than ten days prior to the meeting. The Tribal Gaming Commission shall also provide OSP a copy of the Tribal Gaming Commission's preliminary background investigation report in accordance with time for submission of such report to the Tribal Gaming Commission under the Tribal

Gaming Commission regulations, but in no event shall the report be received less than seven days prior to the scheduled Tribal Gaming Commission meeting at which temporary licensure will be considered. Prior to or at the scheduled Tribal Gaming Commission meeting, OSP may submit written comments or provide oral testimony on the merits of whether a temporary license should be issued.

11. Upon request, the Tribal Gaming Commission agrees to assist OSP in obtaining their requested background investigation fee and full disclosure information.
 12. Annual Update. OSP may at its sole election conduct an annual update background investigation of each Class III Gaming Contractor, the expense of which will be assessed to the Class III Gaming Contractor.
 13. A Major or Sensitive Procurement license may authorize a Class III Gaming Contractor to do business with the Tribal Gaming Operation for a period of up to seven years subject to the terms of this Compact and applicable Tribal Gaming Commission regulations.
- C. Fees for Background Investigations. The State will assess the cost of background investigations for Major or Sensitive Procurement licenses to the Class III Gaming Contractors. The Class III Gaming Contractor is required to pay the investigation fee in full prior to commencement of the investigation and to pay any additional investigation fees necessary to complete the investigation. If the Class III Gaming Contractor refuses to prepay the cost of a background investigation or to pay any additional investigation fees, OSP shall notify the Tribal Gaming Commission and the Tribal Gaming Operation may choose to pay the investigation cost or the Tribal Gaming Commission may withdraw its request for the investigation.
- D. Access to Contracts.
1. If the Primary Management Official is a corporation or other form of organization, the Primary Management Official shall provide OSP with a current copy of any management agreement with the Tribal Gaming Operation.
 2. If the Primary Management Official is a corporation or other form of organization, the Primary Management Official shall furnish to OSP complete information pertaining to any transfer of controlling interest in the management company at least 30 days before such change; or, if the Primary Management Official is not a party to the transaction effecting such change of ownership or interests, immediately upon acquiring knowledge of such change or any contemplated change.
 3. The Tribal Gaming Commission agrees to provide to OSP, upon request, a list of all gaming and non-gaming contractors, suppliers and vendors doing business with the Tribal Gaming Operation, and to give OSP access to copies of all gaming and non-gaming contracts.

SECTION 8. REGULATIONS FOR OPERATION AND MANAGEMENT OF CLASS III GAMES.

- A. Gaming Regulations. Conduct of all Class III gaming activity authorized under this Compact shall be in accordance with the requirements of this Compact and with the Tribal/State Minimum Internal Control Standards, which are hereby incorporated into and made a part of this Compact. The Tribe and the State agree that the Tribal/State Minimum Internal Control Standards may be modified or supplemented by mutual agreement of the parties, and that amendment of this Compact shall not be necessary for that purpose.
- B. Identification badges. The Tribal Gaming Operation shall require all employees to wear, in plain view, identification badges issued by the Tribal Gaming Commission that include photo and name, with the exception of employees assigned to covert compliance duties, who shall only be required to have on their person an identification badge. OSP employees shall not be required to wear identification badges.
- C. Cashless Gaming - No Credit Extended for Class III Gaming.
1. Except as otherwise provided in this subsection 8(C), all Class III gaming shall be conducted on a Cash or Cash Equivalent basis. Except as provided herein, no person shall be extended credit for Class III gaming nor shall the Tribal Gaming Operation permit any person or organization to offer such credit for a fee. The following shall not constitute an extension of credit:
 - a. Credits won by players on VLTs; or
 - b. Cashless Wagering Systems.
 2. At any time the Tribe may request that the State negotiate a Memorandum of Understanding with the Tribe regarding the terms and conditions under which the Tribal Gaming Operation may extend credit to certain patrons of the Gaming Facility. The State agrees to negotiate in good faith regarding such a Memorandum of Understanding. The Memorandum of Understanding must address the amount of credit that may be extended, the qualifications for credit, procedures and policies for the extension of credit that are consistent with gaming industry standards, safeguards to ensure that any social or public safety problems that may result from gaming are not increased by the extension of credit, and any other topic that either party reasonably believes is necessary.
 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.

- D. Prohibition on attendance and play of minors. No person under the age of twenty-one (21) shall participate in any Class III gaming authorized by this Compact. No person under the age of twenty-one (21) shall be allowed to play any Class III game operated under this Compact. If any person under the age of twenty one (21) plays and otherwise qualifies to win any Class III game prize or compensation the prize or compensation shall not be paid. Employees under the age of twenty-one (21) whose non-gaming duties require may be present on the gaming floor.
- E. Prohibition of firearms. With the exception of federal, state, local or Tribal law enforcement agents or officers, no person shall possess firearms within the Gaming Facility.
- F. Service of Alcohol. No alcohol shall be served in the Gaming Facility unless authorized by the Tribe as permitted by federal law. The Tribe and the Oregon Liquor Control Commission shall maintain a Memorandum of Understanding that will establish which State laws and Oregon Liquor Control Commission licensing regulations shall be applied to the sale or service of alcoholic beverages at the Gaming Facility. Nothing in this subsection 8(F) shall permit the State to impose taxes on the sale of alcoholic beverages by the Tribe. If alcohol is served in the Gaming Facility, no alcoholic beverages may be served free or at a reduced price to any patron of the Gaming Facility as an inducement to participate in any gaming.
- G. Liability for damage to persons and property.
1. During the term of this Compact, the Tribal Gaming Operation shall maintain public liability insurance with limits of not less than \$250,000 for one person and \$2,000,000 for any one occurrence for any bodily injury or property damage. The insurance policy shall have an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy for claims brought against the Tribal Gaming Operation pursuant to the process described in subsection 8(G)(3) below. The insurance policy shall also provide that the State, OSP, their divisions, officers and employees are additional insureds, but only to the extent of the indemnity under subsection 8(G)(2) below. The State agrees to provide notice to the Tribe before tendering any claim to the carrier under subsection 8(G)(2) below.
 2. THE TRIBAL GAMING OPERATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE AGENCY, STATE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES ASSERTED AGAINST OR SUFFERED OR INCURRED BY THE STATE OR ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (EXCEPT AS MAY BE THE RESULT OF THEIR OWN NEGLIGENCE) BASED UPON OR ARISING OUT OF ANY BODILY INJURY OR PROPERTY DAMAGE RESULTING OR CLAIMED TO RESULT IN WHOLE OR IN PART FROM ANY ACT OR OMISSION OF THE TRIBE RELATING TO

THE INSPECTION OF ANY GAMING OR GAMING RELATED FACILITY PURSUANT TO THIS COMPACT.

3. The Tribe shall provide a process under Tribal law pursuant to which patrons injured at the Gaming Facility may maintain claims for relief within the policy limits provided in subsection 8(G)(1) against the Tribal Gaming Operation in Tribal Court; provided, however, that nothing in this Compact shall prevent the Tribe from excluding or limiting the amount of non-economic damages (including without limitation, pain and suffering and emotional distress) recoverable under Tribal law.
4. Notwithstanding any language to the contrary, the language of this subsection 8(G) shall not be read or operate as a waiver of the Tribe's or Tribal Gaming Operation's immunity from suit, but shall create an obligation, enforceable only by the State in accordance with section 17, to provide the insurance required in this subsection 8(G) and to provide a forum for bodily injury claims by patrons as set forth in subsection 8(G)(3).

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 identity 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 identity 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.

SECTION 9. INSPECTION AND ENFORCEMENT OF GAMING REGULATIONS.

A. Tribal Gaming Commission.

- I. The Tribe has established and shall maintain a Tribal Gaming Commission under Tribal law with the exclusive authority to regulate gaming activities on Tribal lands and agrees to provide the Tribal Gaming Commission adequate resources to perform its duties under Tribal law and this Compact. The Commission shall not participate in any way in the management of the Tribal Gaming Operation or enter into Class III gaming contracts other than contracts related to surveillance. Commission members may be removed only for cause by the Tribal Council. Commission members must satisfy the security requirements that are applicable to High Security Employees and Primary Management Officials.
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:
 - a. Ensure compliance with all applicable federal, state and tribal laws, Compact provisions, regulations, internal controls, policies and procedures that are applicable to the operation of gaming activities on Tribal lands;
 - b. Ensure the physical safety of patrons in, and of personnel employed by, the Tribal Gaming Operation;
 - c. Safeguard the assets transported to and from and within the Gaming Facility;
 - d. Protect patrons and property from illegal activity;
 - e. When Gaming Related Criminal Activity is observed or suspected, gather as much identifying information regarding the suspect as possible, such as driver's

license number, photograph, description of the suspect's vehicle, and vehicle license information and immediately notify OSP;

- f. Record any and all unusual occurrences within the Gaming Facility, as follows:
 - (1) The assigned sequential number of the incident;
 - (2) The date;
 - (3) The time;
 - (4) The nature of the incident;
 - (5) The person involved in the incident; and
 - (6) The security employee assigned;
- g. Maintain logs relating to surveillance, security (which includes a record of all reported gaming and non-gaming incidents), cashier's cage, credit, VLTs (showing when VLTs opened), and VLT location;
- h. Establish and maintain an updated list of persons barred from the Gaming Facility by the Tribal Gaming Commission for any length of time for any reason that poses a threat to the honesty, security and integrity of gaming operations, and make that list available to OSP;
 - 1. Obtain an annual financial audit of the Tribal Gaming Operation by a Certified Public Accountant;
- J. Ensure that a closed circuit television system is maintained in the cash room of the Gaming Facility and that copies of floor plan and TV system are provided to OSP;
- k. Ensure that a cashier's cage is maintained in accordance with industry standards for security;
- I. Ensure that sufficient security personnel are employed and trained;
- m. Ensure that parimutuel clerks are sufficiently trained;
- n. Subject to State review and approval, establish a method for resolving disputes with players;
- o. Ensure that surveillance equipment and personnel are managed and controlled independently of management of the Tribal Gaming Operation;

- p. Upon delivery, confirm that all contractors supplying VLTs to the Gaming Facility have proper shipping authorization from OSP; and
 - q. Monitor compliance with geofence requirements, consistent with subsection 4(C).
3. Tribal Gaming Inspections.
- a. Persons authorized by the Tribal Gaming Commission shall inspect the Gaming Facility at random during all hours of gaming operation, and shall have immediate access to any and all areas of the Gaming Facility for the purpose of ensuring compliance with the provisions of this Compact and regulations governing gaming. Any violations of the provisions of this Compact or regulations by the Tribal Gaming Operation, a gaming employee, or any person on the premises, whether or not associated with the Tribal Gaming Operation, shall be reported immediately to the Tribal Gaming Commission and reported to OSP within seventy-two (72) hours of the time the violation was confirmed by the Tribal Gaming Commission.
 - b. The Tribal Gaming Commission may designate any individual or individuals to perform the duties of a Tribal gaming inspector; so long as each inspector performs those duties independently of the management of the Tribal Gaming Operation, and is supervised and evaluated by the Tribal Gaming Commission as to the performance of those duties.
 - c. The Tribal Gaming Commission shall monitor compliance with the requirements of applicable law, this Compact, regulations, and the Tribal Gaming Commission's minimum internal control standards, including but not limited to:
 - (1) Observe for compliance, on a monthly basis or more frequently as determined by the Tribal Gaming Commission, at least four of the following:
 - (a) Sensitive gaming inventories;
 - (b) VLT or table game drop;
 - (c) Soft count;
 - (d) Security and surveillance logs;
 - (e) Movement of cash within and into the Gaming Facility;
 - (f) Surveillance procedures;
 - (g) Security procedures;

- (h) Games controls; or
 - (i) Integrity of VLT media or other electronic decision-making technologies of all Class III games.
- (2) Investigate any potential violations of the provisions of this Compact, and applicable regulations, and the Tribal Gaming Commission's minimum internal control standards.
 - (3) Investigate any cash variance greater than \$500, and report the findings to the Tribal Gaming Commission and OSP.
 - (4) Investigate customer disputes related to gaming that involve more than \$500 and that are not resolved by the Tribal Gaming Operation.
 - (5) Report to the OSP any criminal or regulatory issues that may affect the fairness, integrity, security and honesty of the Tribal Gaming Operation.
- d. The Tribal Gaming Commission shall respond to any significant regulatory issue after normal Commission working hours within a reasonable length of time.
4. Investigations-and Sanctions. The Tribal Gaming Commission shall investigate any reported violation of applicable federal, state or tribal laws and Compact provisions and shall require the Tribal Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Commission determines to be necessary. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions within the jurisdiction of the Tribe against a gaming employee, or any other person directly or indirectly involved in, or benefiting from, the Tribal Gaming Operation.
 5. Reporting to OSP. The Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions completed pursuant to subsection 9(A)(4) to OSP on a continuing basis. If requested by the Tribal Gaming Commission, OSP shall assist in any investigation initiated by the Tribal Gaming Commission and provide other requested services to ensure proper compliance with the provisions of this Compact, Tribal Gaming Commission regulations or applicable laws of the State.
 6. The Tribal Gaming Commission and OSP share the goal of protecting sports pool. Participation in an independent sports wagering integrity organization is essential for the protection of sports pool. The Tribal Gaming Commission will require the Tribal Gaming Operation's vendor for sports pool to participate in a sports wagering integrity organization and such vendor will be required to provide notice and information in regard to suspicious wagering activity to the Tribal Gaming Operation. The Tribal Gaming Operation will maintain a log of notices of suspicious wagering

activity and will provide to OSP access to information of suspicious wagering activity upon request.

B. State Enforcement of Compact Provisions.

1. Monitoring. OSP is authorized hereby to monitor the conduct of the Tribal Gaming Operation related to Class III gaming as the State considers necessary to ensure that the operation is conducted in compliance with the provisions of this Compact and that the Tribal Gaming Commission is fulfilling the Tribe's obligations under this Compact. OSP shall have free and unrestricted access to all areas of the Gaming Facility during normal operating hours without giving prior notice to the Tribal Gaming Operation. The Tribe agrees that the State monitoring function includes at a minimum the activities identified in the Compact and any memoranda of understanding entered into pursuant to this Compact, and that the actual, reasonable and necessary cost of monitoring activities shall be assessed to the Tribe as provided in section 10. OSP shall make reasonable efforts to incorporate such monitoring into comprehensive compact compliance review provided in subsection. 9(B)(1)(b) to avoid duplication of monitoring activities and minimize cost. In addition to the State's regular monitoring functions, the Tribe agrees that the State may conduct the following activities, the cost of which shall also be assessed to the Tribe:
 - a. An annual comprehensive compact compliance review, which shall be planned and conducted jointly with the Tribal Gaming Commission, of the Tribal Gaming Operation to verify compliance with the requirements of this Compact and with the Tribal Gaming Commission's regulations and minimum internal control standards, including at a minimum, review in the following areas: administrative controls (gaming management internal controls), gaming operations controls, drop boxes, station inventories, surveillance department controls, cashier cage controls, count room controls (security and surveillance), accounting department controls (security), general controls (Compact regulatory requirements), blackjack controls, VLT controls, accounts payable, employee identification, gaming chip inventory for gaming floor and cage, physical examination of all Class III gaming cards, chips, e-proms, paper stock, printers, keno balls, fill slips, video gaming devices, keno controls, off-track betting and security department controls;
 - 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;
 - c. Investigation of possible violations of this Compact or other gaming regulatory matters, whether discovered during the action, review, or inspection by OSP during its monitoring activities, or otherwise;

- d. Investigation of possible Gaming Related Criminal Activity whether discovered during the action, review, or inspection by OSP during its monitoring activities, or otherwise; and
- e. Periodic review of any contracts between the Tribal Gaming Operation and suppliers, vendors or contractors that provide non-gaming goods or services to the Tribal Gaming Operation. OSP will report any concerns about a particular supplier, contractor or vendor to the Tribal Gaming Commission before taking any action.

2. Access to Records.

- a. The Tribe agrees that OSP shall have the right to inspect, 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 Tribe, whether those records are prepared or maintained by the Tribe, the Tribal Gaming Commission or the Tribal Gaming Operation. OSP may copy records if it is necessary for purposes of monitoring or directly related to an investigation. Any records or copies removed from the premises shall be returned to the Tribe immediately after use.
- b. The State acknowledges that records created and maintained by the Tribe, Tribal Gaming Commission or Tribal Gaming Operation belong to the Tribe.
- 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 192.311 to 192.478. Any information concerning the Tribe's Class III gaming activities that are contained in State records may be subject to disclosure under ORS 192.311 to 192.478 unless the State would be permitted to withhold that information from disclosure under ORS 192.311 to 192.478. 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 192.345(2).
 - (2) Investigatory information compiled for criminal law purposes as described in ORS 192.345(3).
 - (3) Information submitted in confidence, as provided in ORS 192.355(4).
 - (4) Any information the disclosure of which is specifically prohibited by state or federal law.

- d. 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 192.311 to 192.478 unless the State would be permitted to withhold that information from disclosure under ORS 192.311 to 192.478.
 - e. 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). 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.
 - f. 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.
 - g. The parties agree that any dispute as to the disclosure of documents under the Public Records Law shall be decided in Marion County Circuit Court.
 - h. Nothing in this subsection precludes the State or the Tribe from disclosing information pursuant to state, tribal or federal rules of civil procedure or evidence in connection with litigation, a prosecution or a criminal investigation.
3. Investigation Reports. After completion of any inspection or investigation report, the State shall provide a copy of the report to the Tribal Gaming Commission.

SECTION 10. TRIBAL PAYMENT OF COSTS FOR OVERSIGHT; CONTRIBUTION FOR PUBLIC BENEFIT.

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 costs of performance by OSP of its activities authorized pursuant to this

Compact and the Compacts of the other Oregon Gaming Tribes, including associated overhead. The Tribe agrees to pay within 30 days of billing its fair share of the costs of performance by OSP pursuant to the formula set forth in a Memorandum of Understanding executed by the Tribe and the State. The Memorandum of Understanding can be amended by the parties without amending this Compact.

2. 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 OSP costs as provided by this Compact is unique. Nothing in this Compact is intended to, nor shall it be construed as creating a responsibility for the Tribe to pay for any other governmental services rendered by or received from the State.
3. To give the Oregon Gaming Tribes an opportunity for review and comment on its biennium budget, the OSP agrees to meet and discuss the proposed budget with the Tribe no later than April of each even numbered year. OSP shall distribute, during the development of its biennium budget, a draft of the Tribal Gaming Section portion of the budget to the Oregon Gaming Tribes. Prior to submission of the proposed budget to either the Governor or the Legislature, OSP agrees to meet with the Oregon Gaming Tribes no later than August 1 of each even numbered year. OSP shall give full consideration to the Oregon Gaming Tribes' comments on the Tribal Gaming Section budget. Notwithstanding the right of the Oregon Gaming Tribes to comment on the Tribal Gaming Section budget, each Tribe retains the right to participate in any public review by either the Governor or the Legislature on the OSP budget as well as before the Emergency Board for any increase in the OSP budget.
4. If the Tribe disputes the amount of costs billed pursuant to the formula set forth in a Memorandum of Understanding executed by the Tribe and the State, the Tribe shall timely pay the undisputed amount and within thirty (30) days of billing, shall notify OSP in writing of the specific nature of the dispute. If the parties have not resolved the dispute within 15 days, the Tribe shall pay the disputed amount into an off-reservation escrow, mutually agreeable to the parties, with escrow instructions providing that the funds are to be released only upon authorization by both the Tribe and OSP. The parties shall share the reasonable costs of the escrow. The dispute shall then be resolved pursuant to the procedures set forth in subsection 6(B)(3) and (4). If the Tribe fails to timely pay the disputed amount into escrow or timely pay the undisputed amount, OSP may suspend any background checks that are in process or withhold authorization for the shipment of equipment, and/or pursue other remedies for Compact violations available under this Compact or IGRA.

B. Creation and Maintenance of Community Benefit Fund.

1. Establishment of Fund. The Tribe has established a Community Fund pursuant to Tribal law.

2. Contributions to Fund. The Tribe will make quarterly contributions to the Fund in amounts equivalent to the grants awarded by the Fund each quarter plus overhead costs. The first contribution will be made after the Tribe receives the Tribal Gaming Operation's audited financial statement for the preceding fiscal year (generally this occurs at the start of the 2nd quarter). The last contribution each fiscal year will equal the difference between the amount due, as calculated in subsection 10(B)(5), and contributions already made during the fiscal year.

3. Fund Administration.

- a. The assets of the Fund shall be expended for the benefit of the public within Polk, Yamhill, Tillamook, Marion, Washington, Multnomah, Clackamas, Lane, Linn, Benton or Lincoln counties, or Native Americans in Oregon. Grants from the Fund may be made to charitable organizations that qualify as 501(c)(3) entities under the Internal Revenue Code in the above counties, or to governmental bodies within the counties within whose boundaries the Tribal Lands are located (Polk and Yamhill), including the Tribe, or to other tribal governments in Oregon, for programs or services in the following areas: education, health, public safety, addiction prevention, education and treatment, the arts, the environment, cultural activities, historic preservation and such other charitable purposes as may be provided in the by laws of the Fund. Grants made to the Tribe must provide some benefit to the general public and shall not exclusively benefit members of the Tribe.
- b. The Fund will be administered by a board of eight trustees. Each trustee shall have an equal vote on actions of the board.
- c. The trustees of the Fund shall establish bylaws governing the conduct and discharge of their responsibilities not inconsistent with the terms of this subsection. A copy of the current bylaws shall be provided to the State.
- d. Applicants' proposals for grants from the Fund shall be submitted to the trustees, who shall make the final determination of the proposals to be funded in accordance with the bylaws. Grants shall be made on the basis of merit. The trustees may reserve a portion of the Fund in a single year to fund a multi-year grant or grants and emergencies (e.g., Gaming Operation closure due to pandemic).
- e. A portion of the Fund may be used for reasonable overhead costs, including the retention of accountants and other professionals as necessary, as long as such costs do not exceed the average percentage of overhead costs of charitable entities in the State of Oregon. Members of the board of trustees shall serve without salary or other compensation, but may receive per diem or reimbursement for reasonable out-of-pocket expenses incurred in performing duties as trustees.

4. Qualifications, Term and Selection of Trustees.

- a. The membership of the board of trustees shall be:
 - (1) Three members of the Tribal Council of the Confederated Tribes of the Grand Ronde Community of Oregon, appointed by the Tribe;
 - (2) One representative of the Spirit Mountain Gaming, Inc. (or its successors), appointed by the Tribe;
 - (3) Three trustees who are not affiliated with the Tribe, appointed by the Tribe from a list of candidates nominated by the Tribal Council in consultation with the Governor of the State of Oregon; and
 - (4) One member of the public at large, appointed by the Governor of the State of Oregon.
- b. Each trustee must reside in one of the following counties: Polk, Yamhill, Tillamook, Marion, Washington, Multnomah, Clackamas, Lane, Linn, Benton or Lincoln.
- c. Trustees shall serve two-year terms and may be removed before the end of their terms only for cause by the appointing authority. Trustees may be reappointed. Vacancies on the board of trustees shall be filled within thirty days by the appropriate appointing authority. Any trustee whose term has expired shall continue to serve until a successor has been appointed

5. Calculation of Fund Contribution. The Tribe's annual contribution to the Fund shall be based upon the Tribal Gaming Operation's net income from Class III gaming as shown in the audited financial statement of the Tribal Gaming Operation for the fiscal year ending before the contribution is made, and for which the Tribal Gaming Operation has received an unqualified audit opinion that the financial statement fairly reflects the Tribal Gaming Operation's financial position from an independent nationally recognized public accounting firm (commonly recognized as such) engaged by the Tribe for the purpose. The contribution shall be calculated as follows:

- a. Multiply the Tribal Gaming Operation's net income before Tribal taxes, and excluding any payment for OSP assessments, for the prior fiscal year by 6 percent. The product shall be the Tribe's base public service assessment.
- b. Deduct from the base public service assessment the amount paid by the Tribe for OSP assessments for the State's fiscal year ending the preceding June 30. An amount equal to the difference is the amount of the annual contribution to the Fund.

6. The determination of the net income of the Tribal Gaming Operation and the calculation of the contribution to the Fund is subject to review and dispute by the State. Any dispute regarding these calculations is subject to the dispute resolution provisions of section 17.
7. Termination or Modification of Fund Contributions. The Tribe's contributions to the Fund established as described in this subsection 10(B) may be discontinued if the Oregon Constitution is amended to allow the operation of casinos in this state. The Tribe and the State agree that if the Tribe is prohibited from offering blackjack or any of the Class III games listed in subsection 4(B)(1) or (2), the parties will enter into negotiations to establish how the Fund contribution provided for in this subsection 10(B) will be adjusted to reflect the impact of the discontinuation of those games on the net income of the Tribal Gaming Operation.
8. Annual Fund Report.
 - a. The Tribe generates non-privileged reports detailing the amount contributed to the Fund for each fiscal year, the grantees of the Fund and amounts of the grants. The Tribe shall make these reports available to the Governor and OSP.
 - b. Each year the Tribe shall obtain from an independent accounting firm an opinion that the calculation of the Fund contribution has been made in accordance with this Compact. The Tribe shall make the opinion available to the Governor and OSP.

SECTION 11. APPLICATION OF STATE REGULATORY STANDARDS.

A. Health, Safety and Environmental Standards.

1. The Tribe agrees to adopt and enforce ordinances and regulations governing health, safety and environmental standards applicable to the Gaming Facility that are at least as rigorous as comparable standards imposed by the laws and regulations of the State. The Tribe agrees to cooperate with any State or local agency generally responsible for enforcement of such health, safety and environmental standards outside Tribal trust lands in order to assure compliance with such standards within the Gaming Facility. However, the Tribe shall have the exclusive regulatory jurisdiction over the enforcement of health, safety and environmental standards applicable to the Gaming Facility. The Tribe shall use its regulatory jurisdiction to assure that health, safety and environmental standards are met. Tribal ordinances and regulations governing water discharges from the Gaming Facility shall be at least as rigorous as standards generally imposed by the laws and regulations of the State relating to public facilities; provided, however, that to the extent that federal water discharge standards specifically applicable to the Tribal lands would preempt such State standards, then such federal standards shall govern.

2. The Tribe shall maintain sufficient fire suppression systems to adequately protect patrons and employees of the Gaming Facility.
 3. Upon request by the State, the Tribe agrees to provide evidence satisfactory to the State that any new construction, renovation or alteration of the Gaming Facility performed after the effective date of this Compact satisfies applicable Tribal health, safety and environmental standards. The Tribe can demonstrate that it has satisfied this section by providing a certificate or other evidence of compliance from the appropriate State or local official responsible for enforcement of comparable State standards.
 4. As used in this subsection, "health, safety and environmental standards" include but are not limited to structural standards, fire and life safety standards, water quality and discharge standards, food handling standards, and any other standards that are generally applicable under state or federal law to a non-tribal facility that is open to the public for purposes of protecting the public within the facility. "Health, safety and environmental standards" does not include land use regulations or zoning laws.
 5. The Tribe agrees that the State may have State or local inspectors verify compliance with this subsection. If the State asserts that the Tribe is in breach of this subsection, and that the breach creates an immediate and substantial threat to the health or safety of the patrons or employees of the Gaming Facility, the Tribe agrees to take such steps as are necessary to protect the public or employees until the breach is remedied. Resolution of any dispute as to what steps are necessary shall be conducted in the same manner as and under the principles and procedures established for resolution of operating disputes in section 6.
- B. The Tribe shall report to the Oregon Department of Revenue gambling winnings paid to any person subject to Oregon Personal Income Tax on those winnings whenever the Tribe would be required to report those winnings to the Internal Revenue Service. The information shall be reported in the manner required by the Oregon Department of Revenue. The Tribe agrees that the Tribal Gaming Operation will withhold and remit personal income taxes from employee wages to the Oregon Department of Revenue in the manner prescribed by the Department of Revenue.
- C. If local government officials believe that an off Indian land public safety problem has been created by the existence of the Gaming Facility, the Tribe, or its designated representative, shall meet with the mayor or county commission of the affected government to develop mutually agreeable measures to alleviate the problem. The burden shall be on the local government officials to demonstrate that the public safety problem is directly attributable to the existence of the Gaming Facility. If an off-Indian land public safety problem has been created by the existence of the Gaming Facility, the Tribe shall undertake to perform any mutually agreeable measures to alleviate the problem. If the Tribe and local government officials are unable to agree on measures to

alleviate the problem, the State may initiate the dispute resolution process established in section 17.

SECTION 12. TRANSPORTATION ISSUES.

A. Relationship between Tribe and ODOT. As sovereigns, the State and the Tribe share a mutual interest in the safe and efficient operation of Highway 18 in the vicinity of the Gaming Facility. The Oregon Department of Transportation ("ODOT") recognizes that the Tribe is a government and that the Tribe uses the revenue generated from the Gaming Facility and its ancillary uses for essential governmental services. In recognition of the Tribe's governmental status and its need for financial planning in order to provide essential governmental services, ODOT has extended consideration to the Tribe that it does not extend to non-governmental entities, including the Contribution Cap described in subsection.12(C)(5). In implementing these Compact provisions, ODOT and the Tribe will continue to work cooperatively in a government-to-government manner to achieve their mutual goal of safe and efficient operation of Highway 18 in the vicinity of the Gaming Facility and to accommodate each party's reasonable operational needs.

B. Access. The Tribe shall maintain access between the Gaming Facility and its ancillary uses and the public road known as State Highway 18 that is adequate to meet ODOT's standards. For purposes of this section 12, "ancillary uses" include, but are not limited to, hotel(s) and other lodging facilities, restaurants, taverns, gas station(s), convenience store(s), recreational vehicle overnight facilities, convention center facilities, golf course(s) or other sporting facilities, and entertainment facilities.

C. Construction of New Highway Interchange.

1. The Tribe agrees to fund a share of the costs related to the construction of a new State Highway 18/Highway 22 interchange and related improvements connecting the Gaming Facility to State Highway 18 (the "Interchange Project"). Such funding shall be calculated and timed pursuant to a Memorandum of Understanding to be executed by the Tribe and ODOT. The Memorandum of Understanding can be amended by the parties without amending this Compact.
2. The Tribe will contribute a percentage of the total cost of the Interchange Project. The Tribe's contribution will be determined based on the following formula:

Total vehicles entering the Gaming Facility and its ancillary uses from State Highway 18, directly or indirectly, calculated to represent average annual daily trips ("AADT") for a full year, multiplied by 1.5

Total vehicles on Highway 18 calculated to represent AADT for a full year

The counters shall be placed and operated by ODOT at locations to be agreed upon by the Tribe and ODOT and the costs associated with placing and operating the counters shall be borne by ODOT. Data from the counters shall be shared with the Tribe upon request. Data from the counters shall be subject to independent verification by the Tribe, at the Tribe's expense. If possible, the calculation shall be based on an actual count of one year's traffic. If a full year's data are not available, then the available data shall be annualized to represent a full year of trips.

3. Timing of Calculation. The Tribe's share shall be calculated no more than six months prior to the letting of bids for the Interchange Project.
4. Credits for Other Mitigation. If, prior to the construction of the Interchange Project, the Tribe mitigates, with ODOT's concurrence, any impacts on the operation of State Highway 18 caused by the Gaming Facility or its ancillary uses, the number of vehicles mitigated will be deducted from the calculation of the formula under subsection 12(C)(2).
5. Contribution Cap. Contribution Cap. In no event shall the Tribe's share of the costs related to the construction of the interchange and related improvements exceed the Contribution Cap. The Contribution Cap is \$9.45 million as of July 14, 2006. The Contribution Cap shall be adjusted for inflation annually on July 14 of each year at a fixed rate of 2.5 percent per annum until the date the Tribe's share is calculated. The Contribution Cap shall be reduced by the amount of the Tribe's contribution to the Newberg-Dundee Bypass Project ("Bypass Project") in accordance with paragraph 12C(8) below. The Tribe's contribution shall be due to ODOT 30 days prior to the letting of bids.
6. The Memorandum of Understanding shall provide that the Tribe and the State will work together in order to accommodate the reasonable needs of each party related to the Interchange Project, including signage and access.
7. The Memorandum of Understanding shall include a provision stating that at the time of construction, ODOT will discuss with the Tribe reasonable efforts it can make to provide preference to Native Americans in hiring for the Interchange Project and other traffic improvements.
8. Newberg-Dundee Bypass Credit. The Tribe may contribute to the Bypass Project as part of the local contribution to the Bypass Project's construction. Every dollar contributed by the Tribe to the Bypass Project shall, on a dollar-for-dollar basis, reduce the Tribe's share of the cost and the Contribution Cap related to the Interchange Project. This dollar-for-dollar reduction shall occur on the day(s) the Tribe makes its contribution(s) to the Bypass Project. Subsequent inflation adjustments to the Contribution Cap shall be calculated on the Contribution Cap as reduced by the Tribe's contribution to the Bypass Project.

D. Mitigation of Traffic Impacts Caused by Future Expansion.

1. The Tribe agrees to fund or construct, as mutually agreed, its appropriate share of traffic improvements necessary to mitigate impacts on the operation of State Highway 18 caused by expansion of the Gaming Facility or its ancillary uses, or both, that occurs after the expansion contemplated by this Compact, whether those improvements are made before or after the construction of the Interchange Project. For purposes of this subsection 12(D), the "expansion contemplated by this Compact" includes expansion of the Gaming Facility that is necessary to accommodate the additional 500 VLTs and 20 Table Games authorized by this Compact and/or expansion of the Gaming Facility necessary to accommodate relocation of the existing scope of current and ancillary uses displaced by the additional 500 VLTs and 20 Table Games authorized by this Compact.
2. Calculation of Tribal Share. The Tribe's appropriate share shall be calculated and timed pursuant to a Memorandum of Understanding to be executed by the Tribe and ODOT, which may be amended by the parties without amending this Compact. This calculation shall be based on (i) Oregon Administrative Rules, Chapter 734, Division 51, (ii) the incremental increase in the total vehicles exiting and entering State Highway 18 to and from the Gaming Facility as a percentage of total vehicles on State Highway 18, (iii) an ODOT-approved traffic impact study completed no more than six months prior to said future expansion of the Gaming Facility and its ancillary uses, and (iv) shall include a credit for "pass-by trips."
3. The Memorandum of Understanding shall provide for appropriate crediting of other mitigation measures that the Tribe makes (including both direct and grant funding) that improve safety and operations or reduce congestion on those portions of Highway 18 and Highway 22 covered by the "Van Duzer Corridor to Steel Bridge Road Location Environmental Assessment and FONSI" (the "Corridor Plan"). Granting any such credit is subject to the concurrence of ODOT before the implementation of the mitigation measure, which concurrence shall not be unreasonably withheld. Credit shall not be provided for any federal funds received by the Tribe that reduce ODOT's statewide allocation of federal highway funds.
4. The Memorandum of Understanding shall provide that the Tribe and the State will work together in order to accommodate the reasonable needs of each party related to the design and construction of highway and/or safety improvements to the Corridor.
5. The Memorandum of Understanding shall include a provision stating that at the time of construction, ODOT will discuss with the Tribe reasonable efforts it can make to provide preference to Native Americans in hiring for construction of such traffic improvements.

SECTION 13. EFFECTIVE DATE; TERMINATION; AMENDMENTS.

- A. Effective Date. This Compact shall become effective upon execution by the State and by the Tribe and appropriate federal approval.
- B. Termination. This Compact shall remain in effect until such time as:
1. This Compact is terminated by written agreement of both parties;
 2. The State amends its Constitution or laws to criminally prohibit within the State conduct of all of the Class III gaming authorized by this Compact, whether for profit or not for profit;
 3. A court of competent authority makes a final determination that all of the Class III games authorized by this Compact are criminally prohibited under the law of the State, and the determination has become final and enforceable;
 4. The federal government amends or repeals IGRA so that a Compact is no longer required for the Tribe's exercise of Class III gaming; or
 5. Either party materially breaches this Compact; but only after the dispute resolution process set forth in section 17 has been exhausted, and the breach has continued for a period of 60 days following the conclusion of the dispute resolution process, and the non-breaching party has given written notice of termination to the breaching party.
- C. Automatic Amendment.
1. If a type of Class III game authorized under section 4 is criminally prohibited by an amendment to State statute or Constitution, this Compact shall no longer authorize the Tribe to engage in that type of Class III game, and any provisions in this Compact authorizing such gaming shall be void and of no effect.
 2. If a court decides that a Class III game authorized under this Compact is criminally prohibited, this Compact shall no longer authorize the Tribe to engage in that type of Class ID game, and any provisions in this Compact authorizing such gaming shall be void and of no effect.
 3. If a type of Class III game authorized is prohibited as provided in subsection 13(C)(1) or (2), the Tribe shall be required to cease operating that Class III game only if and under the same circumstances and conditions as the State or any other affected person must cease operating the corresponding game.

D. Amendments.

1. Except as provided in subsection 13(C) above, this Compact shall not be amended unless one of the following conditions occur:
 - a. The State becomes a party to another Tribal-State Compact that authorizes a tribe other than the Confederated Tribes of the Grand Ronde Community of Oregon to engage in any Class III gaming activity or scope of gaming activity not permitted under the terms of this Compact;
 - b. One year elapses after the date this Compact is approved by the Secretary of the Interior, unless the State and Tribe otherwise agree to a shorter time period;
 - c. The State amends state statute or Constitution to expand the type of Class III gaming permitted in the State for any purpose by any person, organization, or entity; or
 - d. If some natural occurrence or physical calamity makes operation of the Gaming Facility at the existing location unfeasible, in which case the Tribe shall have the right to negotiate for Class III gaming at another location.
2. Pursuant to subsection 13(D)(1), the State or the Tribe may by appropriate and lawful means, request negotiations to amend, replace or repeal this Compact. In the event of a request for renegotiation or the negotiation of a new agreement, this Compact shall remain in effect until renegotiated or replaced, unless sooner terminated under subsection 13(B). Such request to renegotiate shall be in writing and shall be sent by certified mail to the Governor of the State or the Chair of the Tribe at the appropriate office identified at section 15 below. If a request is made by the Tribe, it shall be treated as a request to negotiate pursuant to IGRA. All procedures and remedies available under IGRA shall thereafter apply with the exception that the 180-day period for negotiation set forth at 25 U.S.C. §2710(d) shall be 100 days. If a request is made by the State, the Tribe shall negotiate to the same extent that would be required by the State if the request had been made by the Tribe.

SECTION 14. DISCLAIMERS AND WAIVERS.

- A. Gaming at Another Location or Facility. The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any other location or facility, unless another Tribe that is operating a gaming facility in this State signs a Compact that authorizes that Tribe to operate more than one Class III gaming facility simultaneously, or is otherwise authorized to operate more than one Class III gaming facility simultaneously.
- B. Status of Class II Gaming. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Indian Gaming

Regulatory Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.

- C. Prohibition on taxation by the State. Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge or assessment upon the Tribe or any Tribal gaming operation except for charges expressly authorized in accordance with this Compact.
- D. Preservation of Tribal Self-Government. The Tribe's obligations under this Compact shall not be deemed to authorize the State to regulate in any manner the government of the Tribe, including the Tribal Gaming Commission, or to interfere in any manner with the Tribe's 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 Tribe.
- E. This Compact is exclusively for the benefit of and governs only the respective authorities of and the relations between the Tribe and the State. Nothing in this Compact shall be construed as creating or granting a waiver of the Tribe's or Tribal Gaming Operation's sovereign immunity from suit by any third party, or as granting or creating any other rights to any third party, or as establishing any objection or defense for any third party to any charge, offense or prosecution.
- F. The Tribe and the State agree that any activities that must be performed under this Compact to prepare for implementation of any new games authorized under section 4 may be undertaken before the Secretary of the Interior approves this Compact.

SECTION 15. NOTICES.

Unless otherwise agreed by the parties in writing, notices required or authorized to be served on the State of Oregon shall be served by personal delivery or by first class mail at the following addresses:

Gaming Captain
Oregon State Police General Headquarters
3565 Trelstad Avenue SE
Salem, OR 97317

Legal Counsel to the Governor
Office of the Governor
254 State Capitol
Salem, OR 97310

Unless otherwise agreed by the parties in writing, notices required or authorized to be served on the Tribe shall be served by personal delivery or first class mail at the following addresses:

Chair of the Grand Ronde Tribal
Gaming Commission
9615-Grand Ronde Rd.
Grand Ronde, OR 97347

Tribal Attorney's Office
9615 Grand Ronde Rd.
Grand Ronde, OR 97347

Notices served by first class mail shall be deemed to have been received three days after mailing.

SECTION 16. SEVERABILITY.

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity is held invalid, it is the intent of the parties that the remaining sections of the Compact and the remaining applications of such section or provision shall continue in full force and effect.

SECTION 17. DISPUTE RESOLUTION.

- A. At the discretion of either party, in the event either party believes that the other party has failed to comply with any requirement of the Compact, that party may invoke the following dispute resolution procedure in order to foster cooperation and avoid the costs of litigation:
1. The party asserting noncompliance shall serve written notice on the other party in the manner provided in section 15. The notice shall identify the specific provision of the Compact alleged to have been violated and shall specify the factual basis for the alleged noncompliance. The State and the Tribe shall thereafter meet within thirty days in an effort to resolve the dispute.
 2. In the event the dispute is not resolved to the satisfaction of the parties within ninety (90) days after service of notice, either party may initiate an action against the other party in the United States District Court for the District of Oregon to interpret or enforce the provisions of this Compact. In the event that the Federal court declines jurisdiction, an action can be filed in a State court of competent jurisdiction to interpret or enforce the provisions of this Compact.
- B. Nothing in subsection 17(A) shall be construed to waive, limit or restrict any remedy that is otherwise available to either party to enforce the provisions of this Compact or limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution.
- C. With respect to gaming not authorized by this Compact, nothing in this Compact shall be construed to limit the authority of the State or the federal government to take immediate action to enforce and prosecute the gambling laws of the State and the United States pursuant to 18 USC §1166.

SECTION 18. INTEGRATION.

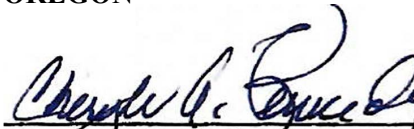
This Compact is the complete and exclusive expression of the parties' intent.

EXECUTED as of the date and year above-written.

STATE OF OREGON

**CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF
OREGON**


Kate Brown
Governor


Cheryl A. Kennedy
Tribal Council airwoman

Date: 12/13, 2022


Date: 12-15, 2022

Approved as to legal sufficiency:


Karen Clevering
Senior Assistant Attorney General

Date: December 13, 2022

APPROVED BY THE SECRETARY OF THE INTERIOR



Bryan Newland
Assistant Secretary - Indian Affairs

FEB - 2 2023

Date: _____

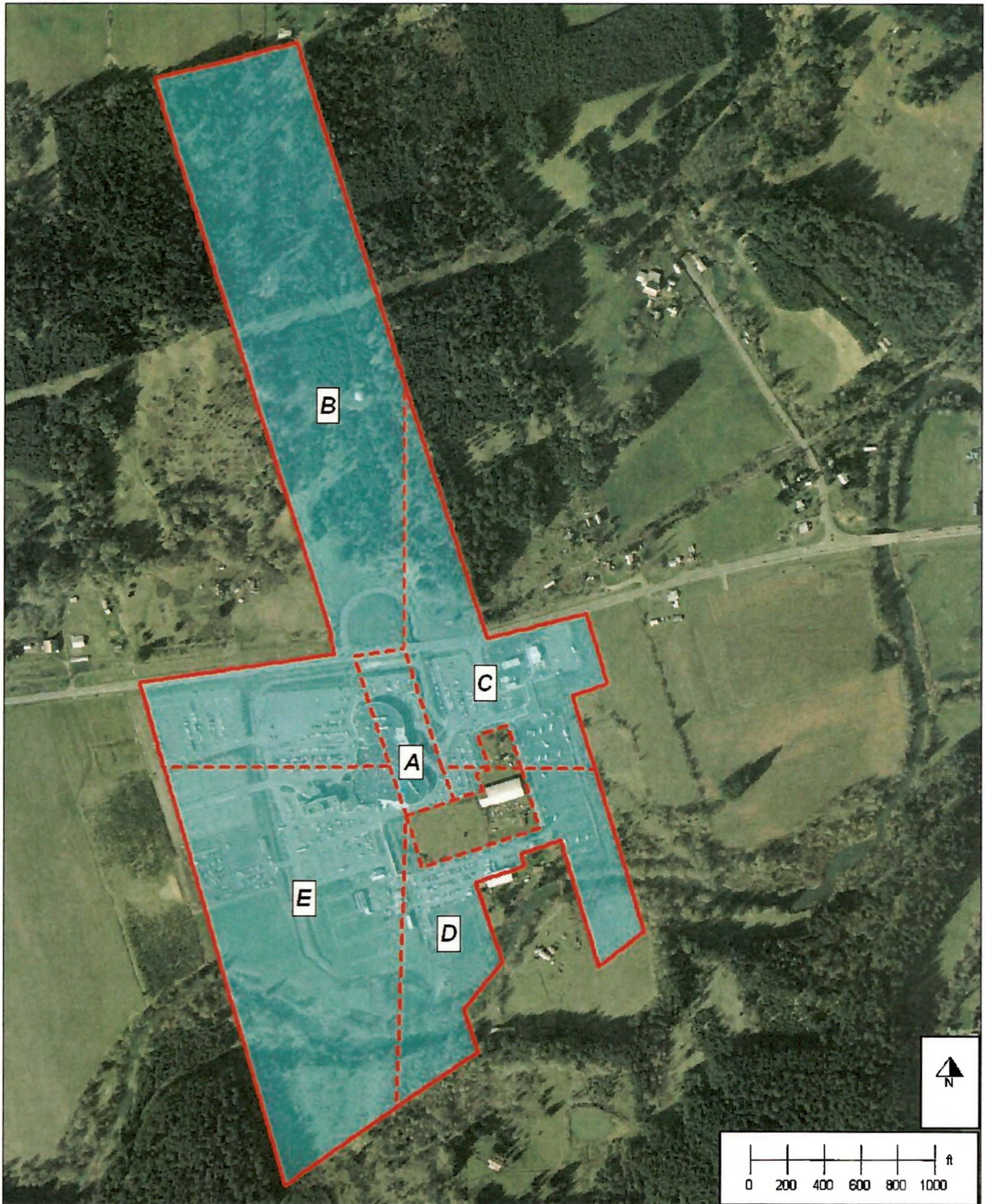
**Amended and Restated
Tribal-State Compact for Regulation of Class III Gaming
Confederated Tribes of the Grand Ronde Community
and the State of Oregon**

EXHIBIT I

DESCRIPTION OF GAMING LOCATION

The following tracts of land which are included in the Act entitled "An Act to establish a reservation for the Confederated Tribes of the Grand Ronde Community of Oregon, and for other purposes", approved September 9, 1988 (25 U.S.C. 713f note; 102 Stat. 1594), as amended, and referenced on the attached map:

- (A) 5.55 acres in Section 8, Township 6 South, Range 7 West of the Willamette Meridian in Polk County formerly identified as Tax lot 800 (Pub. L. 103-263);
- (B) 57.60 acres in the East One-half of the East One-half of Section 7, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256);
- (C) 22.46 acres in the Southwest One-quarter of the Southwest One-quarter of the Northwest One-quarter and the West One-half of the Southwest One-quarter of Section 8, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256);
- (D) 10.84 acres in the Northwest One-quarter of the Northwest One-quarter and the North One-half of the Southwest One-quarter of the Northwest One-quarter of Section 17, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256); and
- (E) 43.42 acres in the East One-half of the Northeast One-quarter of Section 18, Township 6 South, Range 7 West of the Willamette Meridian in Polk County (Pub. L. 105-256).



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www.delorme.com

This map is for illustrative purposes only and is not intended to represent the exact size and boundaries of the tracts displayed.

**OREGON TRIBAL/STATE
MINIMUM INTERNAL CONTROL
STANDARDS**

Confederated Tribes of the Grand Ronde Community

Oregon State Police-Tribal Gaming Section

Revision Date: June 9, 2020

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

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OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

PRELUDE

The Tribal/State Minimum Internal Controls Standards (MICS) are Jointly developed by the Grand Ronde Gaming Commission and the Oregon State Police -Tribal Gaming Section (TGS) and are in effect as of the revision date on the front cover page. The Grand Ronde Gaming Commission and TGS jointly recognize the need to revisit the MICS at least annually or as needed due to changing technology in the gaming industry to ensure the minimums are adequate and if necessary, make amendments jointly.

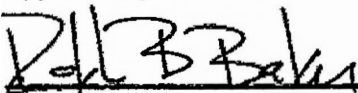
If TGS and another Tribal Gaming Commission agree to a different version of the Tribal/State MICS in the future. TGS agrees to offer in writing the revised or alternate standard to the Grand Ronde Gaming Commission, so the commission can review and consider amending the MICS with the same revised standard. The Grand Ronde Gaming Commission agrees to notify TGS in writing of its intent to amend the Tribal/State MICS to the revised standard or to defer at this time.

The Grand Ronde Gaming Commission will ensure that regulation of the Gaming Facility will meet or exceed the revised standards set forth herein no later than 6 months after the revision date on the front cover page.

Nothing in these MICS shall be construed to authorize any form of gaming not authorized in the applicable Tribal/State compact.

Grand Ronde Gaming Commission

Approved By:



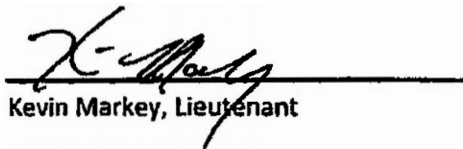
Ralph Baker, Chairman

Approved Date:

06 19 2020

Oregon State Police - Tribal Gaming Section

Approved By:



Kevin Markey, Lieutenant

Approved Date:

June 12, 2020

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 1: WRITTEN SYSTEM OF INTERNAL CONTROLS

1. Written System of Internal Controls (ICs)

1.1. The written ICs will:

- 1.1.1. Be approved by the Tribal Gaming Commission for the Tribal Gaming Operation, ensuring that they meet the Tribal/State Compact and MICS requirements, respectively as determined by the Tribal Gaming Commission; and**
- 1.1.2. Be made available to the TGS for the purpose of performing monitoring/oversight of the Tribal Gaming Operation. The TGS acknowledges that the ICs are sensitive and confidential documents belonging to the Tribe and if copied must be returned to the Gaming Commission offices immediately after their intended use.**

1.2. The ICs will include an organizational chart or description of how the:

- 1.2.1. Security Department will co-operate with, yet perform independently, of all other departments to ensure the safety of patrons, employees, and the security of the Tribal Gaming Facility;**
- 1.2.2. Surveillance Department will co-operate with, yet perform independently, of all other departments and report to the Tribal Gaming Commission or an entity independent of operations;**
- 1.2.3. Cage Management will co-operate with, yet perform and report independently, of all other departments;**
- 1.2.4. Information Technology Department, will co-operate with, yet perform, and report independently, of all other departments; and**
- 1.2.5. Directors (or equivalent) and all subordinate positions detailing the reporting structure for each department who participates and/or supports the Tribal Gaming Operation, such as Accounting, Table Games, VLTs, Player Services, Audit, etc.**

1.3. The written procedures delineated in the ICs for Requirements 1.2.1 thru 1.2.5 will be specified to reasonably ensure that they meet or exceed these minimum standards:

- 1.3.1. The designated evidence storage area(s) has controls, assuring the chain-of custody and integrity of stored evidence as related to the specific department(s);**
- 1.3.2. Transactions are executed in accordance with the management's authorization;**

- 1.3.3. Transactions are recorded adequately, as necessary, to permit preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP), with these standards, and to maintain accountability for assets;
- 1.3.4. Signatory Authority and limits by job title/position will be maintained by the gaming operation;
- 1.3.5. The manner in which corrections to gaming records will be made shall include:
 - 1.3.5.1. Ensuring the visibility of the original information; and
 - 1.3.5.2. Initials of the employee and their employee/badge number.
- 1.3.6. Access to secured areas is permitted only in accordance with management's authorization and as approved by the Tribal Gaming Commission;
- 1.3.7. Recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences;
- 1.3.8. Requirements for age restrictions are posted, at a minimum, at all entrances and procedures will be in place to ensure minors are not present on the gaming floor; and
- 1.3.9. Functions, duties, and responsibilities are appropriately segregated in accordance with sound practices to ensure no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his/her duties.

2. Training Requirements for ICs

- 2.1. The Tribal Gaming Operation personnel will be trained in all ICs relevant to each employee's individual function.

3. Handling of Cash

- 3.1. ICs will describe the method of handling currency received, other than tips or gratuities, from a patron in the Tribal Gaming Facility to ensure the immediate security of the currency.

4. Acceptance of Tips or Gratuities from Patrons

- 4.1. ICs will prohibit employees from soliciting any tip or gratuity from any player or patron.
- 4.2. ICs will prohibit employees whose duties are directly related to gaming managers or higher, accounting/auditing, or surveillance from accepting any tip or gratuity from any player or patron.
- 4.3. The Tribal Gaming Commission shall approve the method and accounting procedures, which will be consistent with federal or state laws, for all tips received by gaming employees.

4.4. ICs will include at a minimum, a method for acknowledgement to Surveillance upon receipt of a tip by gaming employees from a patron, that he/she received a tip and immediately deposit it.

5.e Unclaimed Jackpotse

5.1. ICs will describe the procedures and controls for the handling of unclaimed jackpots.

6.e Electronic or Manual Forms, Records, Documents, and Retention

6.1. ICs will require the following for electronic and manual forms, records, and documents:

6.1.1. All forms including the originals, duplicates, and/or triplicate copies will contain the title of the form.

6.1.2. All forms including the originals, duplicates, and/or triplicate copies will be distinguishable to ensure comparability for agreement and documenting exceptions, when necessary.

6.1.3. If applicable, forms that are in a locked dispenser, the last copy will remain in a continuous unbroken series in the dispenser until picked up for audit.

6.1.4. The department controlling the issuance of approved required manual forms (with or without serial numbers) will be specified within the ICs. The issuance of these forms will be appropriately segregated from other departments to prevent the perpetration and concealment of errors or irregularities in the normal course of operations.

6.1.5. Employee access rights for electronic forms will be authorized by management. The employee accessing a system will not have incompatible duties, so as to prevent the perpetration and concealment of errors or irregularities in the normal course of his/her duties.

6.1.6. The department controlling the issuance of approved required manual forms or serial numbered forms will have procedures describing the receipt, issuance, and current inventory of the forms.

6.1.7. All information recorded on a form or document will be in ink, stored data, or other permanent method.

6.2. ICs will describe the following for electronic and manual retention:

6.2.1. Retention location and accessibility will be approved by the Tribal Gaming Commission.

6.2.2. Retention period will be at least two (2) years or longer as designated by the Tribal Gaming Commission.

- 6.2.3. Electronic retention will be scanned or directly stored to unalterable media.
- 6.2.4. Electronic storage will be maintained with a detailed index, as designated by the ICs, as approved by the Tribal Gaming Commission.
- 6.2.5. Require the accurate reproduction of records, up to and including the printing of stored documents when necessary.

7. Periodic Payments

- 7.1. The Tribal Gaming Commission will approve and document the method of funding and payment to patrons for periodic payments, providing the total payment is in full for the amount of the prize won.

8. Revisions to the ICs

- 8.1. The Tribal Gaming Commission will specify the process for revisions to the ICs for the Tribal Gaming Operation.
- 8.2. Upon review and approval by the Tribal Gaming Commission, a copy of the revised ICs will be made available to the TGS within 10 days of implementation.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 2: ACCOUNTING / AUDITING

1. Accounting Recordse

- 1.1. The Tribal Gaming Operation will maintain complete, accurate, legible and permanent records of all transactions relating to the revenues and costs of the Tribal Gaming Operation. The retention schedule will follow IRS requirements.
- 1.2. General accounting records will be prepared and maintained according to Generally Accepted Accounting Principles (GAAP) on a double entry system of accounting with transactions recorded on the accrual basis including, detailed, supporting, subsidiary records, sufficient to meet the Requirements of 1.4.
- 1.3. The forms of accounts adopted will be of a standard form, which will ensure consistency, comparability, and effective disclosure of financial information.
- 1.4. The detailed, supporting and subsidiary records will include:
 - 1.4.1. Statistical game records to reflect drop and win amounts for each station, for each gaming station, for each shift or daily for each type of table game, and individual and statistical game records reflecting similar information for all other games;
 - 1.4.2. VLTs analysis reports comparing actual hold percentages to theoretical hold percentages by each machine;
 - 1.4.3. Records of investments in property and services, including equipment used directly in connection with the operation of gaming;
 - 1.4.4. Records of accounts payable by the Tribal Gaming Operation;
 - 1.4.5. Records that identify the purchase, receipt, and destruction of gaming chips used in wagering;
 - 1.4.6. Journal entries prepared by the Tribal Gaming Operation; and
 - 1.4.7. Any other supporting source documents that are specifically required to be maintained.

2. Auditing Financial Statementse

- 2.1. The Tribal Gaming Operation will prepare financial statements covering all financial activities of the Tribal Gaming Operation for each fiscal year.

- 2.2. If the Tribal Gaming Operation changes its fiscal year, the Tribal Gaming Operation will prepare and submit to the Tribal Gaming Commission audited or reviewed financial statements covering the “stub” period from the end of the previous fiscal year to the beginning of the new fiscal year. The Tribal Gaming Commission will designate the timely manner after the end of the stub period or incorporate the financial results of the stub period in the statements of the new fiscal year.
- 2.3. The annual financial statements will be prepared on a comparative basis for the current and prior calendar or fiscal year and will present the financial position and results of operations in conformity with GAAP.
- 2.4. The Tribal Gaming Operation or the Tribal Gaming Commission will engage an independent accountant licensed to practice within the State of Oregon consistent with the Tribal/State Compact requirements. The following minimum reports will be obtained:
 - 2.4.1. Certified Public Accountant (CPA) Independent Accountant Report for the audited financial statements; and
 - 2.4.2. Any additional reports required by the Tribal Gaming Commission.
- 2.5. Two copies of the audited financial statements, together with the CPA Report, and any additional reports required will be filed with the Tribal Gaming Commission’s office. Tribal Gaming Commission will designate the filing deadline and extensions within the ICs.
- 2.6. Upon request by the TGS, the audited financial statements, together with the CPA Report will be made available for review.
- 2.7. Upon request by the TGS, any additional reports required by the Tribal Gaming Commission will be made available for review.

3. Gross Revenue Calculations

- 3.1. ICs will include the gross revenue calculation for each type of gaming station within the Tribal Gaming Facility (Table Games, VLT, etc.).

4. Minimum Bankroll Requirements

- 4.1. The Tribal Gaming Commission will approve and document the method for calculating the minimum bankroll requirement (cash or cash equivalents) for the Tribal Gaming Operation.
- 4.2. The methodology approved by the Tribal Gaming Commission for calculating the minimum bankroll requirement will be sufficient to reasonably protect the Tribal Gaming Operation’s patrons against defaults in gaming debts.

- 4.3. The Tribal Gaming Operation will immediately notify the Tribal Gaming Commission if the determined minimum bankroll requirement is less than the amount required by this subsection.
- 4.4. The determined minimum bankroll requirement will be re-evaluated at least annually to ensure the cash or cash equivalents are sufficient to reasonably protect the Tribal Gaming Operation's patrons against defaults in gaming debts.

5. Accounting and Auditing for Table Games

- 5.1. Management will review the originals and copies of the Table Games' master game report, request for fills, fills, request for credits, credits, and station inventory or opener/closer forms for each gaming day, including:
 - 5.1.1. Comparison for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;
 - 5.1.2. A review on a test basis, for appropriate number of signatures and signatory authority;
 - 5.1.3. A test for proper calculation, summarization, and recording;
 - 5.1.4. Subsequently recorded;
 - 5.1.5. Accounting for by series number, if applicable; and
 - 5.1.6. Maintained and controlled by the Accounting Department.

6. Accounting and Auditing for VLTs

- 6.1. The originals and copies of the VLT final count report for each gaming day will be reviewed, including:
 - 6.1.1. Comparing for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;
 - 6.1.2. Reviewing on a test basis, for appropriate number of signatures and signatory authority;
 - 6.1.3. Testing for proper calculation, summarization, recording; and
 - 6.1.4. Maintained and controlled by the Accounting Department.
- 6.2. Meter readings will be reviewed using pre-established parameters.
- 6.3. All "bill in" and "ticket in" meter records from the CMS will be reviewed to the actual drop amount recorded by the Count Team.

- 6.4. Discrepancies or variances for Requirement 6.3 will be reviewed and documented prior to generation/distribution of statistical reports.
- 6.5. All CMS exception reports will be reviewed and documented on a daily basis for propriety of transactions and unusual occurrences.
- 6.6. For one day per month:
 - 6.6.1. Foot jackpot slips and trace the totals to those produced by the system; and
 - 6.6.2. Review all slips written for continuous sequencing.
- 6.7. For at least one day per month the following procedures will be performed for player points recorded in the CMS:
 - 6.7.1. Review documentation for points redeemed and trace the totals to those produced by the system;
 - 6.7.2. Review all point addition/deletion authorization documentation for propriety;
 - 6.7.3. Review all exception reports including transfers between accounts; and
 - 6.7.4. Review all documentation related to access of inactive and closed accounts.

7. Accounting and Auditing for Keno

- 7.1. The audit function will include:
 - 7.1.1. Documentation is maintained evidencing the performance of all keno audit procedures.
 - 7.1.2. Exceptions will be investigated by Keno management and will document the results.
 - 7.1.3. At least weekly the random number generator numerical frequency distribution will be reviewed for numerical patterns.
 - 7.1.4. Comparison of net cash proceeds to the audited win/loss by shift and investigate any variances in excess of \$25.
 - 7.1.5. Review and re-grade all winning tickets and supporting documentation greater than or equal to \$3,000.
 - 7.1.6. Review the documentation for payout adjustments made outside the computer and investigate large and frequent payments.
 - 7.1.7. When one person operates the keno game, or a person performs the writer and deskman functions on the same shift:

- 7.1.7.1. All winning tickets in excess of \$100 and at least five percent (5%) of all other winning tickets will be re-graded and traced to the computer payout report; and
- 7.1.7.2. Recording of rabbit ears or Keno wheel is randomly compared to computer draw tickets for at least ten percent (10%) of the races during the shift (not applicable for random number generator).

8. Accounting and Auditing for Pari-Mutuel and Off Track Betting

- 8.1. The Grand Ronde Tribe is not currently engaging in this form of gaming. This Section is intended to be a placeholder for future implementation after discussion and agreement between the Tribe and the State. The Tribe will not engage in Pari–Mutuel and Off Track Betting until the Tribe and State have agreed on this Section of these MICs.

9. Accounting and Auditing for Kiosk

- 9.1. If applicable, kiosk reconciliation procedures will be approved and documented by the Tribal Gaming Commission.

10. Accounting and Auditing for Sports Pool

- 10.1. The audit function will include:
 - 10.1.1. Documentation is maintained evidencing the performance of all sports pool audit procedures.
 - 10.1.2. Exceptions will be investigated by Sports Pool management and will document the results.
 - 10.1.3. Comparison of net cash proceeds to the audited win/loss by shift and investigate any variances in excess of \$500.
 - 10.1.4. Daily for all sports pool winning tickets in excess of \$10,000 and a random sample of five other tickets:
 - 10.1.4.1. Tickets are regraded and traced to the to the event wagering system record of event results;
 - 10.1.4.2. The date and starting time recorded on the winning tickets are compared to the results report;
 - 10.1.4.3. Terms of wagers (point spreads, money lines, etc.) are compared to an independent source for suspicious and/or questionable transactions;

- 10.1.4.4. The event wagering system's summary report is traced to an independent source for a minimum of 5% of all sporting events to verify accuracy of starting times (if available from an outside independent source) and final result;
 - 10.1.4.5. Void tickets are traced to the event wagering system and reviewed for void designation and proper signatures;
 - 10.1.4.6. Review the documentation for payout adjustments made outside the event wagering system for accuracy and investigate any large and frequent payments; and
 - 10.1.4.7. System exception reports are reviewed for propriety of transactions and unusual occurrences including changes in odds, cut-off times, results, and event data.
- 10.1.5. For at least one day per calendar quarter:
- 10.1.5.1. Review two sports pool winning tickets to verify that the wager was accepted and payouts were made in accordance with house rules; and
 - 10.1.5.2. Review the amounts held for patrons' wagering accounts.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 3: SURVEILLANCE

1. General

1.1.e Standards referring to surveillance coverage in this section will collectively apply to digital or analog systems.

2. Closed Circuit Television (CCTV) System

2.1. The Tribal Gaming Operation will install a CCTV system according to the following specifications, but not limited to:

2.1.1. A matrix-switch or virtual matrix system with the capabilities of pan-tilt-zoom (PTZ) and fixed camera position with the capacity to bring up any camera throughout the gaming facility to a designated monitor to effectively and clandestinely monitor in detail and from various vantage points, all gaming related areas to ensure game integrity and any other areas specified by the Tribal Gaming Commission;

2.1.2. All fixed cameras for gaming related areas, as specifically identified in the Minimum Internal Control Standards, will be continuously recorded;

2.1.3. All PTZ cameras will have the capability of recording for what is being monitored;

2.1.4. All video units will have time and date insertion capabilities; and

2.1.5. Lighting will be present in all areas where CCTV coverage is required.

2.2. The retention requirements for surveillance coverage will be a minimum of seven (7) days for general coverage.

2.3. Retention requirements for surveillance coverage of an evidentiary value will be as follows:

2.3.1. Retention requirements for evidentiary value will be retained for a minimum of thirty (30) days in connection with unresolved count or cage variances greater than +/- \$500.e

2.3.2. Retention requirements associated with a criminal investigation or prosecution, the surveillance coverage will be retained until the criminal case or prosecution has been concluded.

3. Surveillance Logs

3.1. A surveillance log will be maintained for all activities. The log will include:

- 3.1.1. Date and time of surveillance;
- 3.1.2. Person initiating surveillance;
- 3.1.3. Reason for surveillance;
- 3.1.4. Time of termination of surveillance;
- 3.1.5. Summary of the results of the surveillance; and
- 3.1.6. A record of any equipment or camera malfunction(s).

4. Surveillance Room and Communication

- 4.1. One or more surveillance monitoring rooms in the gaming facility will be in use at all times by the employees of the Surveillance Department assigned to monitor activities in the gaming facility.
- 4.2. Entrances to the monitoring room(s) will not be visible from public areas.
- 4.3. The monitoring room(s) will remain locked and access will be limited to authorized personnel as defined by the Tribal Gaming Commission.
- 4.4. Access to the Surveillance room to conduct monitoring and reviews will be granted to members of the Tribal Gaming Commission, TGS, and any other individuals/agencies as defined by the Tribal Gaming Commission.
- 4.5. The Surveillance room will be staffed for all shifts and activities in the gaming facility.
- 4.6. The primary Surveillance room and monitors will have override capabilities.
- 4.7. If applicable, changing of surveillance tapes will be performed by personnel not involved in the handling of cash or cash equivalents.
- 4.8. The gaming floor will have the capability of a direct line or extension to the Surveillance Department.
- 4.9. The Surveillance personnel in the Surveillance room will have radio communication with security if security officers have radio communication with each other.
- 4.10. Surveillance personnel will be notified of money transfers as required by the Tribal Gaming Commission.

5. Tribal Gaming Facility, Perimeter and Elevators

- 5.1. Entrances and exits to the Tribal Gaming Facility, unless continuously alarmed, will be monitored by cameras. These cameras do not have the requirement to be continuously recorded.
- 5.2. The interior of elevators used in the transport of cash or cash equivalents will be monitored by a fixed camera.

6. Cage

- 6.1. All of the operations conducted at and in the cashier's cage will be monitored and recorded.
- 6.2. The entrances and exits to the cage areas will be monitored and recorded.
- 6.3. Each cashier station will be equipped with one fixed camera covering the transaction area allowing for the identification of all transactions at each cash drawer.
- 6.4. The customer areas of the cage will have one PTZ camera, which can be used as an overview for all transactions. This overview should include the customer, the employee, and the surrounding area.
- 6.5. The non-customer areas of the cage will have coverage to prevent any blind spots. Additionally, one PTZ camera to provide for an overview of any transaction area.
- 6.6. Each fill window will have one fixed color camera covering the transaction area.

7. Vault

- 7.1. Each workstation will be equipped with one fixed camera covering the transaction area.
- 7.2. Adequate camera coverage to prevent any blind spots.
- 7.3. Each vault will have one PTZ camera.
- 7.4. The entrances and exits to the vault will be monitored with fixed cameras.
- 7.5. Vault activity will be monitored and recorded.

8. Kiosks

- 8.1. Each kiosk will have one overhead fixed camera.
- 8.2. Each kiosk will be able to be viewed by at least one PTZ camera.

9. Count Room

- 9.1. All areas of the count room will be monitored and recorded.
- 9.2. Activities in the count room will have audio recording.
- 9.3. Each count room will have camera coverage to prevent any blind spots.
- 9.4. Each count room will have one color PTZ camera;
- 9.5. Surveillance will have the capability to monitor the entrances and exits to the count room(s) unless continuously alarmed; and
- 9.6. Surveillance will be notified during non-count times prior to any persons entering the count room.

10. Count Process

- 10.1. Surveillance will be notified prior to the commencement of the count.

11. Drop Process

- 11.1. Surveillance will be notified prior to the commencement of the drop process.
 - 11.1.1. Surveillance will monitor and record the entire drop process.
 - 11.1.2. Surveillance will be notified of all deviations and discrepancies in the drop process. These will be documented in the surveillance log.

12. Table Games

- 12.1. All table games and pit areas will have camera placement to determine/identify of:
 - 12.1.1. Employees;
 - 12.1.2. Patrons;
 - 12.1.3. Chip and token value;
 - 12.1.4. Card value and suit (when suit determines the outcome of the game);
 - 12.1.5. Gaming station number;
 - 12.1.6. A clear view of podium activity; and
 - 12.1.7. A clear view of the playing area.

- 12.2. Card games will have a minimum of one fixed camera over the gaming table and PTZ camera coverage.
- 12.3. All craps tables will have cameras covering both ends of the table and one dedicated PTZ camera per table.
- 12.4. All roulette tables will have camera coverage of the roulette wheel and overview of the play on the table.
- 12.5. All big wheel games will have one fixed camera covering the wheel and PTZ camera coverage.

13. VLT

- 13.1. Every VLT located in the Tribal Gaming Facility will be able to be viewed by at least one camera.
- 13.2. Attached to each VLT will be a unique identification number that is readily observable from surveillance to identify the VLT.
- 13.3. Each VLT will be equipped with a door open light/candle. While the door is open the light/candle will be visible on top of the machine from surveillance.
- 13.4. Fixed cameras will be placed to view all in-house progressive electronic gaming devices with base payouts of \$100,000 or more. The view will include:
 - 13.4.1. The identity of the game;
 - 13.4.2. Game play; and
 - 13.4.3. Jackpot results.
- 13.5. Fixed cameras will be placed to view all wide-area progressive electronic gaming devices with base payouts of \$1.5 million or more, the view will include:
 - 13.5.1. The identity of the game;
 - 13.5.2. Game play; and
 - 13.5.3. Jackpot results.

14. Keno

- 14.1. If applicable, fixed cameras will be placed to view rabbit ears.
- 14.2. Fixed cameras will be placed to clearly identify numbers when drawn.

15. Sensitive Items (Playing Card and Dice Controls)

15.1. Storage areas for playing cards and dice will be recorded.

16. Sports Pool

16.1. Fixed camera coverage sufficient to monitor and record general activity.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 4: SENSITIVE ITEMS-CARDS AND DICE CONTROL

1. Sensitive Items

- 1.1. Surveillance will observe the following:
 - 1.1.1. Receiving new sensitive items;
 - 1.1.2. Adding sensitive items into secured storage; and
 - 1.1.3. Removing sensitive items from secured storage.
- 1.2. Destruction or cancellation of sensitive items will be monitored or performed by the Tribal Gaming Commission or Tribal Gaming Commission shall approve and document a process to ensure the integrity of the cancelation/destruction of sensitive items.
- 1.3. A perpetual inventory for all sensitive items will be maintained.

2. Secured Storage

- 2.1. Notification to Surveillance prior to entering and exiting.
- 2.2. Access through a locking door.
- 2.3. Dual access.
- 2.4. A sign-in and sign-out sheet will be filled out by all individuals entering and exiting, except where an electronic access record is maintained.

3. Additional Table Games Requirements

- 3.1. Sensitive items issued to the pit will be maintained in a secure location with camera coverage to prevent unauthorized access and to prevent tampering.
- 3.2. Inventory records or imprest amounts will be maintained for sensitive items issued from secure storage.
- 3.3. The Tribal Gaming Commission will specify and document the playing cycle for table games sensitive items.
- 3.4. Table games sensitive items will be removed from play if damaged or marked.
- 3.5. Table games sensitive items removed from play will be maintained in a secured location until canceled or permanently destroyed.

- 3.6. The Tribal Gaming Commission will specify and document the time requirements for cancellation or destruction of cards and dice being taken out of service.
- 3.7. All cards and dice must be accounted for prior to cancellation or destruction. Any discrepancies will be immediately investigated and a report forwarded to the Tribal Gaming Commission.
- 3.8. Requirement 3.7 shall not apply to table games sensitive items retained for investigation. The table games sensitive items will be destroyed after such investigation is completed.
- 3.9. Camera coverage is required, if the destruction process is performed by the Tribal Gaming Operation.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 5: INDEPENDENT GAMING TEST LABORATORY

1. General

- 1.1. The independent gaming test laboratory will be designated by the Tribal Gaming Commission chosen from the respective Tribal/State Compact Approved Vendor List.

2. Testing

- 2.1. Gaming hardware, software, and any associated device/system will be tested by the designated independent gaming test laboratory.
- 2.2. At the conclusion of testing by the independent test laboratory, for all gaming hardware, software, and any associated device/system a report of the test results will be provided or made available to the TGS and to the Tribal Gaming Commission. The report will include:
 - 2.2.1. Pass or fail result;
 - 2.2.2. If failed result, the report may contain recommendations for modifications that can be made which would bring the gaming hardware, software, and any associated device/system into compliance; or
 - 2.2.3. A report from the independent gaming test laboratory stating that the gaming hardware, software, and any associated device/system is eligible for application to the TGS for shipment within the State of Oregon.
- 2.3. No modification to the assembly or operational functions of any gaming hardware, software, and any associated device/system may be made after testing and installation unless the independent gaming test laboratory certifies to the Tribal Gaming Commission that the modified gaming hardware, software, and any associated device/system conforms to the standards set herein.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 6: INFORMATION TECHNOLOGY

1. Information Systems

- 1.1. Administration and maintenance of the CMS will be performed by the IT Department.
 - 1.1.1. A description of procedures for all gaming computer systems used or computer systems that interface with gaming computer systems that track, control or monitor gaming activity, will include:
 - 1.1.1.1. Authorization process and specific time requirements for activating user account, changing user account, and disabling user account;
 - 1.1.1.2. Password configuration as approved by the Tribal Gaming Commission, that specifies time intervals for changing passwords, and restrictions on re-using the same password;
 - 1.1.1.3. Back-up of system and database files; and
 - 1.1.1.4. Encryption of back-up files, if stored off-site.
 - 1.1.2. Proposed changes to the CMS by the Tribal Gaming Operation management will be approved by the Tribal Gaming Commission.
- 1.2. Data management of the CMS will be performed by one of the following:
 - 1.2.1. A department independent of the VLT Department; or
 - 1.2.2. An authorized person within the VLT Department provided:
 - 1.2.2.1. Sufficient documentation is generated and it is randomly verified by employees independent of the VLT Department on a monthly basis; and
 - 1.2.2.2. Updates to the CMS to reflect additions, deletions or movements of VLTs are made at least weekly prior to meter readings.

2. Network Security

- 2.1. The IT Department shall ensure logical segregation for gaming related systems as approved by the Tribal Gaming Commission.

- 2.2. Logical segregation for guest networks (such as networks that provide internet access for patrons or hotel guests) from the network used to serve access to gaming and financial related applications and systems will be approved by the Tribal Gaming Commission.

3. Remote Access

- 3.1. Gaming vendors seeking to set-up remote access abilities shall provide written logical security procedures to the Tribal Gaming Commission for approval.
- 3.2. Gaming vendors approved for remote access will provide any revisions of the written logical security procedures to the Tribal Gaming Commission within 30 days of the revision or annually, whichever comes first.

4. Physical Access

- 4.1. Physical access to computer software and equipment will be secured and restricted to authorized personnel as approved by the Tribal Gaming Commission.
- 4.2. An access log to secured areas housing gaming and financial systems by non-IT personnel will be maintained to include the following:
 - 4.2.1. Name of visitor(s);
 - 4.2.2. Company or organization;
 - 4.2.3. Time and date of entry;
 - 4.2.4. Reason for visit;
 - 4.2.5. Name of IT personnel authorizing the access;
 - 4.2.6. Name of person escorting the visitor(s); and
 - 4.2.7. Time and date of visitor departure.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 7: CAGE

1. General

- 1.1. Cashier cages will be constructed on or within the gaming facility and serve as the central location for the following:
 - 1.1.1. The custody of cage inventory including currency, coin, checks, gaming chips, forms, documents, and records normally associated with the operation of a cage;
 - 1.1.2. The receipt, distribution, and redemption of gaming chips; and
 - 1.1.3. Such other functions approved by the Tribal Gaming Commission.
- 1.2. The cage will be designed and constructed to provide security including:
 - 1.2.1. A fully enclosed structure except for openings through which items such as the gaming chips, cash, records, and documents can be passed;
 - 1.2.2. Manually triggered silent alarm systems that are immediately available to each cage cashier work station and that are connected directly to the surveillance or security department office; and
 - 1.2.3. Access through a locked door.

2. Controls within the Cashier Cage

- 2.1. Cashiers will only use authorized forms and reports for documenting cage activity;
- 2.2. At shift change the cage and vault inventories will be independently counted by at least two persons evidenced by their signatures;
- 2.3. Each cashier bank will be designated as either imprest or a floating bank;
- 2.4. The process used for:
 - 2.4.1. Paying and canceling gaming station's cash slips;
 - 2.4.2. Issuing and receiving fills and credits to table games;
 - 2.4.3. Receiving currency and gaming chips from the count room;
 - 2.4.4. Receiving currency and gaming chips from the patrons; and

2.4.5. Documenting all cage activity.

2.5. Delivery or collection of cage documentation will be in a secure manner approved by the Tribal Gaming Commission.

3. Title 31 Anti-Money Laundering/Cash Transaction Reporting

3.1. The Tribal Gaming Operation will comply with all applicable laws regarding anti-money laundering and cash transactions reporting.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 8: KIOSK

1. General

- 1.1. If applicable, kiosks and their associated components shall be tested and certified as delineated in Section 5: Independent Gaming Test Laboratory.
- 1.2. If applicable, the Tribal Gaming Commission will approve and document the process for the following:
 - 1.2.1. Storage of cassettes;
 - 1.2.2. Loading cassettes with currency;
 - 1.2.3. Filling the kiosk with cassettes;
 - 1.2.4. Retrieving the cassettes;
 - 1.2.5. Reconciling the cassettes; and
 - 1.2.6. Kiosk machine integrity.
- 1.3. Accounting/auditing procedures will ensure the integrity of the kiosk.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 9: KEY INTEGRITY

1. General

- 1.1.e Electronic door access systems will be approved by the Tribal Gaming Commission ensuring the Gaming Operation has implemented controls to ensure access to sensitive areas is limited to Gaming Operation employees as necessary to perform job functions.
- 1.2. The MICS in this section apply to a manual or automated key tracking system(s) that are utilized by Tribal Gaming Operation.
- 1.3. Key controls will be documented and include:
 - 1.3.1. Procedures for any of the following events for a sensitive key:
 - 1.3.1.1. Broken;
 - 1.3.1.2. Lost or missing; and/or
 - 1.3.1.3. Removed from the Tribal Gaming Facility.
 - 1.3.2. The location of each sensitive key box (manual or automated);
 - 1.3.3. Positions which have authorized access to the sensitive key box key(s) and how the keys to the sensitive key boxes are issued and controlled;
 - 1.3.4. Sensitive key name, location, custodian and job titles authorized to sign out each sensitive key;
 - 1.3.5. A key log (manual or automated) which will include the following:
 - 1.3.5.1. Date;
 - 1.3.5.2. Key number or ring number;
 - 1.3.5.3. Key box issuing key;
 - 1.3.5.4. Individual receiving key;
 - 1.3.5.5. Time key signed out;
 - 1.3.5.6. Time key signed in; and
 - 1.3.5.7. Individual returning key.

- 1.3.6. The location and custodian of duplicate sensitive key boxes;
 - 1.3.7. Positions which are authorized to control and issue duplicate sensitive keys;
 - 1.3.8. Duplicate key log with similar standards as in requirement 1.3.5; and
 - 1.3.9. Duplicate key inventory controls as approved by the Tribal Gaming Commission.
- 1.4. The following keys will be considered sensitive:
- 1.4.1. VLT logic compartment key;
 - 1.4.2. VLT keys that allow access to sensitive components;
 - 1.4.3. VLT drop box door key;
 - 1.4.4. VLT progressive controller and compartment key;
 - 1.4.5. VLT multi-player stations access key;
 - 1.4.6. Table games tray/cover inventory key;
 - 1.4.7. Table game progressive controller key;
 - 1.4.8. Drop box contents keys;
 - 1.4.9. Key for secure area for card, dice;
 - 1.4.10. Keys to whiz machines;
 - 1.4.11. Keno keys to sensitive computer hardware and/or software;
 - 1.4.12. Keys related to keno game number selection hardware;
 - 1.4.13. Kiosk keys;
 - 1.4.14. Access door key to any sensitive or controlled area (cage, count room, etc.);
 - 1.4.15. All keys related to cage functions;
 - 1.4.16. All keys related to the vault;
 - 1.4.17. Accounting/audit secured box key; and
 - 1.4.18. Drop cart key.

2. Key Access List

- 2.1. A current and accurate key access list will be maintained for each sensitive key box (excluding duplicate key boxes). The list shall be posted at the key box for non-automated key tracking systems. The list will include the:
 - 2.1.1. If applicable, key ring number;
 - 2.1.2. Key identifier/stamp on the key (must be unique for each key name);
 - 2.1.3. Name of the key;
 - 2.1.4. Location of the key;
 - 2.1.5. Custodian of the key;
 - 2.1.6. Quantity of the key(s); and
 - 2.1.7. Job titles authorized to sign out the key.

3. Key Access Authorizations and Restrictions

- 3.1. Sensitive keys will be authorized by department and job title to ensure protection of assets.
- 3.2. Table Game personnel will be:
 - 3.2.1. Precluded from access to the drop box release key;
 - 3.2.2. Precluded from access to the drop box contents key; and
 - 3.2.3. Access to the table game station inventory tray key will be restricted to Table Game supervisors.
- 3.3. VLT personnel will be:
 - 3.3.1. Precluded from access to the drop box release key with the exception of an emergency drop;
 - 3.3.2. VLT Supervisors will be allowed access to the drop box contents keys at other than scheduled count times, and will require the involvement of at least three persons from separate departments, including management, and the reason for access shall be documented with signatures of all participants; and
 - 3.3.3. VLT personnel, excluding technicians, are precluded from maintaining or having access to the logic compartment keys.
- 3.4. Keno personnel will be:

- 3.4.1. Precluded from having access to keys to the sensitive keno computer hardware; and
 - 3.4.2. Designated personnel independent from the Keno Department will accompany sensitive keno computer hardware keys.
- 3.5. Drop team personnel key restrictions, will be as follows:
- 3.5.1. The Drop Team will be precluded from having access to the drop box contents key while the drop is in progress.
 - 3.5.2. As approved by the Tribal Gaming Commission, one of the following requirements will be in place at the time drop keys are signed out for VLT drop:
 - 3.5.2.1. At least three drop team personnel are required to accompany these keys and observe each time VLT drop cabinets are accessed; or
 - 3.5.2.2. Surveillance is notified each time keys are signed out.
- 3.6. Count team personnel key restrictions, will be as follows:
- 3.6.1. At least three count team members are required to be present at the time drop box contents and cart padlock are checked out and returned.
- 3.7. Kiosk key restrictions, will be as follows:
- 3.7.1. As approved and documented by the Tribal Gaming Commission, one of the following requirements will be in place at the time keys are signed out for a kiosk:
 - 3.7.1.1. At least two different department personnel are required to accompany these keys and observe each time kiosk cassettes are accessed; or
 - 3.7.1.2. Surveillance is notified each time kiosk cassette keys are signed out.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 10: DROP

1. Table Games

- 1.1. Each table game will have an attached drop box for deposited cash, all fill and credit documents, and station inventory forms.
- 1.2. Each drop box will have:
 - 1.2.1. One separate lock securing the contents placed into the drop box, the key to which will be different from any other key;
 - 1.2.2. A separate lock securing the drop box to the table game station, the key to which will be different from the key to the lock securing the contents of the drop box;
 - 1.2.3. A marking that is permanently imprinted and clearly visible that identifies the table game and table number to which it is attached;
 - 1.2.4. Table game drop boxes, not attached to table game stations, will be stored in a secured location as approved by the Tribal Gaming Commission; and
 - 1.2.5. The involvement of least two persons independent of the Cage and Table Games Departments are required to access stored empty table game drop boxes.
- 1.3. The Tribal Gaming Commission will approve and document the storage location, authorized access, and the procedures for handling replacement drop boxes other than the scheduled drop.

2. VLTs

- 2.1. Each VLT will have an attached drop box for deposited cash, coupons, and/or ticket cash slips.
- 2.2. Each drop box will have:
 - 2.2.1. One separate lock securing the contents placed into the drop box, the key to which will be different from any other key;
 - 2.2.2. The VLT release key will be different from the key to the lock securing the contents of the drop box; and
 - 2.2.3. A means of identifying the machine from which it is removed.

- 2.2.3.1. If the VLT is identified with a removable tag, the Tribal Gaming Commission will approve and document the manner in which the tag shall be placed in or attached to the drop box.
- 2.2.4. VLT drop boxes, not secured in a VLT, will be stored in a secured location as approved by the Tribal Gaming Commission; and
- 2.2.5. Access to empty VLT drop boxes is restricted to authorized personnel.
- 2.3. The procedures for handling replacement drop boxes other than scheduled drop will be approved and documented by the Tribal Gaming Commission and include the storage location and authorized access.

3. Collection and Transportation of Drop Boxes

- 3.1. The entire collection and transportation process will include:
 - 3.1.1. Notification to Surveillance prior to the commencement of the drop and at the conclusion of the drop;
 - 3.1.2. The table games drop will be performed by at least two (2) employees, one (1) of whom will be a security employee or a Tribal Gaming Commission member ensuring the employees are independent of table games;
 - 3.1.3. The VLT drop will be performed by at least three (3) drop team members independent of the VLT department. At least one drop team member will be a Security Officer;
 - 3.1.4. Collection and transportation of the drop boxes will be conducted using a locking storage cart;
 - 3.1.5. The locking storage cart will be escorted by a security officer at all times ensuring the full and empty drop boxes are not co-mingled;
 - 3.1.6. Drop team members for VLTs will only have access to the compartments that hold the drop boxes;
 - 3.1.7. Immediately after the drop of table games and VLTs, the locked storage cart will be stored in the count room or in another designated secure storage location as approved by the Tribal Gaming Commission; and
 - 3.1.8. The Tribal Gaming Commission will approve and document alternative procedures for malfunctions or emergencies during the drop process.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 11: COUNT STANDARDS

1. General Count Room Standards

- 1.1. The count room(s) will be designed and constructed to provide security and room integrity, including the following:
 - 1.1.1. Access through a locked door;
 - 1.1.2. Count room(s) will be supported by an uninterruptable power source (UPS) system;
 - 1.1.3. Emergency lighting;
 - 1.1.4. Count room(s) painted in a light color as approved by the Tribal Gaming Commission;
 - 1.1.5. Count room(s) base floor shall be in a color contrasting with currency; and
 - 1.1.6. The Count room(s) table and/or workstations on which currency is handled will be of a clear material to clearly observe the floor beneath the table and/or workstations.

2. General Count Team Standards

- 2.1. Any items or audio transmissions extraneous to the count will not be allowed in any area where the count is taking place.
- 2.2. Notification will be made to Surveillance prior to entering the count room(s) during non-count times.
- 2.3. The Tribal Gaming Commission will approve and document the type of coveralls or smocks to be worn during the entire count process to ensure count room integrity. They will have no pockets, no cuffs, no collars, and loosely fitted sleeves, zip in the front, and fully close.
- 2.4. All trash in the count room will be inspected and removed by a designated individual independent of count team personnel.
- 2.5. Count team members will be rotated so they are not the same for more than seven (7) consecutive days.
- 2.6. Prior to opening any drop boxes, the doors to the count room will be securely locked.
- 2.7. Entry and exit of count room personnel while the count is in process and unverified cash is present will be approved and documented by the Tribal Gaming Commission.

- 2.8. At no time, other than an emergency, will a count team member be replaced by a new member after the count has commenced.
- 2.9. Persons with immediate access to the count room during the scheduled count process will be approved and documented by the Tribal Gaming Commission.

- 3.1. The entire counting and recording process for table games and VLTs will ensure that all assets are adequately protected, including:
 - 3.1.1. The count team will only use authorized forms and reports for documenting the count.
 - 3.1.2. All documentation of the count will be recorded in permanent form.
 - 3.1.3. The count team will be a minimum of three persons.
 - 3.1.4. Surveillance will be notified prior to the start of the count and at the end of the count.
 - 3.1.5. If applicable, testing all useable machines that count currency, tickets, and coupons on an interval approved by the Tribal Gaming Commission.
 - 3.1.6. If applicable, there will be an approved process for conducting the counts if any counting machine or casino computer system is not operational.
 - 3.1.7. Each drop box will be emptied and counted separately, within full view of the closed circuit television recording system on the count room table in a manner to prevent the commingling of funds.
 - 3.1.8. There will be a second verification that all contents have been removed from the drop boxes. Drop boxes will be locked and placed into the secure storage area.
 - 3.1.9. For table games the following information will be recorded for each drop box and aggregate total:
 - 3.1.9.1. The total amount of currency counted;
 - 3.1.9.2. The amount of the opener;
 - 3.1.9.3. The amount of the closer;
 - 3.1.9.4. The serial number and amount of each fill;
 - 3.1.9.5. The total amount of all fills;
 - 3.1.9.6. The serial number and amount of each credit;

3.1.9.7. The total amount of all credits; and

3.1.9.8. The win or loss.

3.1.10. For the VLT count the identifier and total for each drop box will be recorded.

3.1.11. After completion and verification of the final reports for table games or VLTs, each count team member will sign the reports attesting to the accuracy and information recorded thereon.

4. Standards for Conclusion of the Count

4.1. At the conclusion of the count:

4.1.1. An independent count will be performed by a cage employee without prior knowledge of the count team's recorded amount;

4.1.2. The cage employee who performed the independent count will sign the final count reports evidencing the fact that the count team and the cage employee agreed on the total amount counted;

4.1.3. Surveillance will be notified of any unreconciled discrepancy greater than +/- \$500;

4.1.4. A cage employee independent of both the first cage employee and the count team will recount the currency;

4.1.5. Any unreconciled discrepancies of greater than +/- \$500 will be brought to the attention of the controller and a report generated to the Tribal Gaming Commission; and

4.1.6. The Accounting Department will receive the final reports by an employee independent of the cage, or the reports will be stored in a locked container controlled by the Accounting Department.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 12: CHIPS AND TOKEN INTEGRITY

1. Chips and Tokens

- 1.1. Chips and tokens are a representative of value which evidence a debt owed to their custodian by the Tribal Gaming Operation that issued them and are not the property of anyone other than the Tribal Gaming Operation.
- 1.2. Chip or token usage will include:
 - 1.2.1. Issuing chips or tokens only to patrons of its Tribal Gaming Operation;
 - 1.2.2. Promptly redeeming its chips and tokens from its patrons by cash or check drawn on account of the Tribal Gaming Operation;
 - 1.2.3. Posting signage requirements within the Tribal Gaming Facility notifying patrons that using chips or tokens outside the facility for any monetary purpose whatsoever is prohibited; and
 - 1.2.4. Chips and tokens used for promotions and tournaments are permitted as long as each chip or token (with numerical figure) conspicuously bears the inscription "No Cash Value".

2. Redemption and Disposal of Discontinued Chips and Tokens

- 2.1. The process and time limitations for redeeming outstanding or discontinued chips or tokens when permanently removed from use, replaced, or if the Tribal Gaming Operation ceases operation, will be approved and documented by the Tribal Gaming Commission.
- 2.2. The process for chip and token destruction will be approved and documented by the Tribal Gaming Commission and witnessed by Tribal Gaming Operations Management and the Tribal Gaming Commission.
- 2.3. Documentation evidencing the destruction of the chips or tokens will be maintained for at least three years.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 13: KENO

1. General

- 1.1. The MICS in this section apply to computerized keno.
- 1.2. System security standards will conform to Section 5: Information Technology, where applicable.

2. Game Play Standards

- 2.1. Keno procedures will include:
 - 2.1.1. A maintenance plan to service keno equipment (i.e. all program updates, hardware servicing, keno ball selection equipment);
 - 2.1.2. Keno equipment maintenance (excluding keno balls) is independent of the Keno Department;
 - 2.1.3. Keno maintenance reports irregularities to management personnel independent of Keno;
 - 2.1.4. Ticket generation;
 - 2.1.5. Voiding tickets;
 - 2.1.6. Number selection;
 - 2.1.7. Winning ticket verification;
 - 2.1.8. Payment of winning tickets;
 - 2.1.9. Winning ticket of \$1,500 and over will be verified additionally by:
 - 2.1.9.1. A department supervisor independent of Keno evidenced by their signature;
 - 2.1.9.2. Notification to Surveillance; and
 - 2.1.9.3. Documentation of the performance of all the above on a ball check (or proof of win) form. If the computer adequately records the above, the resulting documentation may be substituted.
 - 2.1.10. Payout schedules will be made available to the public;

- 2.1.11. A player is eligible to receive only the highest prize per game played on a ticket;
- 2.1.12. Incoming and outgoing banks will be independently verified;
- 2.1.13. Adequate documentation of all pertinent keno information is generated by the computer system;
- 2.1.14. The documentation will be restricted to authorized personnel; and
- 2.1.15. Ensuring Keno personnel are aware of multi-race tickets still in progress at the end of a shift.

3. Keno Performance

- 3.1. Records will be maintained which will include the win and write by either individual writer for each shift or for each race during the shift.
- 3.2. Records will include the win, write, and win-to-write hold percentage for:
 - 3.2.1. Each shift;
 - 3.2.2. Each day;
 - 3.2.3. Month-to-date; and
 - 3.2.4. Year-to-date.
- 3.3. Management independent of Keno will review the keno statistical information on at least a monthly basis and investigate any large or unusual statistical fluctuations. Investigations are documented with results and maintained.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 14: PARI-MUTUEL & OFF TRACK BETTING STANDARDS

The Grand Ronde Tribe is not currently engaging in this form of gaming. This Section is intended to be a placeholder for future implementation after discussion and agreement between the Tribe and the State. The Tribe will not engage in Pari-Mutuel & Off Track Betting Standards until the Tribe and State have agreed on this Section of these MICS.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 15: TABLE GAMES

1. General

- 1.1. The transfer or exchange of chips or currency between individual table games is prohibited.
- 1.2. Game rules and procedures will be as approved and documented by the Tribal Gaming Commission for each type of table game offered by the Tribal Gaming Operation and will include:
 - 1.2.1. Procedures of play;
 - 1.2.2. Shuffling, cutting and dealing techniques, as applicable;
 - 1.2.3. Payout odds on each form of wager;
 - 1.2.4. Procedures to be followed on occurrence of irregularities; and
 - 1.2.5. Prohibitions on side betting between and against player and against the house.
- 1.3. Minimum and maximum wagers will be posted at each table game station.

2. Accepting Cash at Table Games

- 2.1. When cash is presented by a patron at a table game in exchange for chips, the dealer or boxperson will:
 - 2.1.1. Spread the cash on top of the table game in full view of the patron who presented it;
 - 2.1.2. Verbalize the amount of cash in a tone of voice calculated to be heard by the patron and the Table Game supervisor assigned to the table, if \$100 or over; and
 - 2.1.3. Count and appropriately break down an equivalent amount of chips for the patron, then promptly place the cash into the drop box attached to the table game followed by the dealer or boxperson clearing their hands.
- 2.2. The Tribal Gaming Commission will approve and document the manner in which coupons are accepted from a patron at a table game.

3. Table Game Station Inventories

- 3.1. Table games station inventories will be maintained in trays (or equivalent), which are covered with transparent locking lid(s) when the tables are closed.

- 3.2. The table game station inventory slip will be placed inside the transparent locking lid and the information will be visible from the outside of the cover.
- 3.3. When the table is closed, the tray will be stored at the table or transferred to the cage in a manner approved and documented by the Tribal Gaming Commission.
- 3.4. In the event of an emergency (i.e. power outage, medical emergency at the table, etc.) table game station inventory trays will be secured until normal play resumes.
- 3.5. The table game inventory slip will be at least a two-part form, one of which is designated as the “opener” and the other the “closer.”

4. Opening of Table Games

4.1. Opening a table will include:

- 4.1.1. Inspection of cards, dice or applicable equipment;
- 4.1.2. Table Games supervisor will unlock the station inventory tray in the presence of the dealer or boxperson;
- 4.1.3. The dealer or boxperson and Table Games supervisor will independently count the chips by denomination and verify the count to the “opener”;
- 4.1.4. Once signed by the dealer or boxperson and the Table Games supervisor, the dealer or boxperson will immediately deposit the “opener” in the drop box attached to the table game station; and
- 4.1.5. Any discrepancy between the inventory count and the recorded amount on the “opener” will be documented and reported to authorized personnel as approved and documented by the Tribal Gaming Commission.

5. Closing of Table Games

5.1. Closing a table will include:

- 5.1.1. Proper removal of cards and dice that were in play;
- 5.1.2. Chips remaining at the table game will be independently counted and verified evidenced by signature, by one of the following:
 - 5.1.2.1. Two Table Games supervisors; or
 - 5.1.2.2. A Table Games supervisor and a dealer or boxperson.
- 5.1.3. The Table Games supervisor will prepare the table game inventory slip.

- 5.1.4. After the table games inventory slip is signed, the dealer or boxperson will immediately deposit the “closer” in the drop box.
- 5.1.5. The Table Games supervisor will place the “opener” under the table tray lid in a manner that allows for the amounts on the “opener” to be read, with the lid locked in place.

6. Shift Changes for Table Games

- 6.1. Procedures for shift changes for table games will include:
 - 6.1.1. An independent count of the inventory tray by the outgoing shift and the incoming shift; and
 - 6.1.2. Documentation of the shift change will include, date, identification of the shift ended, game, station number, total value of each denomination of gaming chips remaining at the station, signatures of the Table Games supervisors, and documentation deposited in the drop box attached to the table game station.

7.e Table Games Fills

- 7.1. The process for fills will include:
 - 7.1.1. Notification to the Surveillance Department when there is a fill transaction.
 - 7.1.2. Fill request will be authorized by, and restricted to, Table Games supervisors.
 - 7.1.3. A two-part “request for fill” will be completed in ink or electronically generated and will include:
 - 7.1.3.1. The date, time, and shift of preparation;
 - 7.1.3.2. The amount of each denomination;
 - 7.1.3.3. Total amount;
 - 7.1.3.4. Game and table number; and
 - 7.1.3.5. Identification/signature of the supervisor.
 - 7.1.4. Electronic fill slips generated from the computer will be printed in the cage. Manual fill slips will be transported by a security officer to the cage.
 - 7.1.5. “Fill slips” will be generated in triplicate on pre-numbered or computer generated numbered forms that will be used in sequential order. All originals and duplicates of void slips will be marked “void” and will require the signature of the cage cashier.

- 7.1.6. For manual fills, the locked dispenser (whiz machine or equivalent) will permit the original and duplicate to discharge, while the triplicate remains.
- 7.1.7. Access to the triplicate copy of the form or electronic record will be restricted to the department responsible for controlling and accounting for the unused supply of fills.
- 7.1.8. If manually prepared, the cage cashier will prepare the “fill slip” in ink by entering the following information:
 - 7.1.8.1. The date, time, and shift of preparation;
 - 7.1.8.2. The amount of each denomination;
 - 7.1.8.3. Total amount; and
 - 7.1.8.4. Game and table number.
- 7.1.9. Signature of the cashier verifying the accuracy of the fill slip and amount of the fill.
- 7.1.10. If manually prepared, the Security Officer will agree to the accuracy of the “request for fill” to the “fill slip.” The Security Officer will attest to the accuracy of the fill with the officer’s signature.
- 7.1.11. The original “request for fill” will be maintained at the cage. The original “fill slip” will be transported in the container made of a clear material for transporting gaming chips.
- 7.1.12. Receiving fills:
 - 7.1.12.1. After the dealer and Table Games supervisor verify the accuracy of the fill they will sign the original “fill slip.”
 - 7.1.12.2. After the fill has been counted and verified for accuracy, the dealer or boxperson will immediately deposit the fill slip in the drop box and place the chips in the inventory tray.

8. Table Games Credits

- 8.1. The process for credits will include:
 - 8.1.1. Notification to the Surveillance Department when there is a credit transaction.
 - 8.1.2. The “request for credit” form or electronic record will be restricted to Table Games supervisors.
 - 8.1.3. The Table Games supervisor will prepare a two-part “request for credit” in ink or electronically, entering the following information:

- 8.1.3.1. The date, time, and shift of preparation;
 - 8.1.3.2. The amount of each denomination;
 - 8.1.3.3. The total amount;
 - 8.1.3.4. Game and table number; and
 - 8.1.3.5. Identification/signature of the supervisor.
- 8.1.4. The “request for credit” will be taken by a Security Officer to the casino cage or electronically submitted. For manual requests a copy of the “request for credit” will be placed on top of the table requesting the credit.
- 8.1.5. “Credit slips” will be in triplicate and serially pre-numbered forms that will be used in sequential order or with a computer generated number. All originals and duplicates of void “credit slips” will be marked “void” and will require the signature of the cage cashier.
- 8.1.6. For manual credits, the locked dispenser (whiz machine or equivalent) will permit the original and duplicate to discharge, while the triplicate remains.
- 8.1.7. Access to the triplicate copy of the form or electronic record will be restricted to the department responsible for controlling and accounting for the unused supply of credits.
- 8.1.8. The cage cashier will print the slip for automated systems or for a manual system the cashier will prepare the “credit slip” in ink by entering the following information:
- 8.1.8.1. The date, time, and shift of preparation;
 - 8.1.8.2. The amount of each denomination;
 - 8.1.8.3. Total amount; and
 - 8.1.8.4. Game and table number.
- 8.1.9. The Security Officer will take the “credit slip” to the table game and a copy of the “request for credit” will be retained at the cage.
- 8.1.10. The dealer/boxperson will count the chips in full view of the Table Games supervisor, the Security Officer, and Surveillance.
- 8.1.11. Signatures attesting to the accuracy of the information contained on the duplicate copy of a “credit slip” will be, the following personnel at the following times:
- 8.1.11.1. Cage cashier upon receipt of credit;

- 8.1.11.2. Security Officer transporting the credit;
 - 8.1.11.3. Dealer/boxperson upon preparation of the credit; and
 - 8.1.11.4. Table Games supervisor upon preparation of the credit.
- 8.1.12. Upon meeting Requirement 8.1.11, the dealer/boxperson will immediately deposit the "credit slip" and "request for credit" in the drop box.
- 8.1.13. The Security Officer will transport the credit in a container made of clear material for transporting gaming chips.

9. Table Games Performance

- 9.1. Records reflecting hold percentage will include:
- 9.1.1. Statistics by table and type of game;
 - 9.1.2. Shift;
 - 9.1.3. Day;
 - 9.1.4. Cumulative month-to-date; and
 - 9.1.5. Cumulative year-to-date.
- 9.2. Reports will be reviewed by management independent of Table Games, on at least a monthly basis.
- 9.3. Monthly, investigations are performed by independent management, for all statistical percentage fluctuations from the base level of more than +/-5%.
- 9.4. Results of the investigation will be documented and maintained.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 16: VIDEO LOTTERY TERMINALS - CONVENTIONAL

1. General

- 1.1. VLTs, hardware, software, and any associated device/system will be tested by the designated independent gaming test laboratory as delineated in Section 5: Independent Gaming Test Laboratory.

2. VLT Shipment Authorizations and VLT Software

- 2.1. The TGS will issue the required authorizations for all incoming, outgoing, and/or transfers of VLTs. The TGS will publish all requirements on the section's website and requirements are subject to change as mutually agreed between the TGS and the Tribal Gaming Commission.
- 2.2. Approved software must be shipped separately from the VLT, excluding hard drive technology where the game cannot initialize without the boot chips installed. If approved and documented by the Tribal Gaming Commission, hard drive technology software can be shipped with the VLTs, if the boot chips are shipped separately to the Tribal Gaming Commission.
- 2.3. VLTs that will be transported off Tribal lands to be destroyed will require a VLT shipment authorization from the TGS. The requirements on the TGS website will apply.

3. Decal Requirements

- 3.1. All decals shall be the responsibility of the Tribal Gaming Commission to maintain, affix, and remove.
- 3.2. Each VLT certified for placement in the Tribal Gaming Facility will display a Decal.
- 3.3. The decal will be affixed to the VLT prior to the VLT being placed into play.
- 3.4. Multiplayer Station(s) that have free standing end-user terminals will have a decal.
- 3.5. No VLT may be transported off Tribal land until the decal has been removed.
- 3.6. The decal shall not be transferred to another machine.

4. Security of VLTs

- 4.1. Security of VLTs will include:

- 4.1.1. Access is logged on a manual or electronic Machine Entry Access Log (MEAL) that will include:
 - 4.1.1.1. Date;
 - 4.1.1.2. Time;
 - 4.1.1.3. Reason for access; and
 - 4.1.1.4. Initials and legible badge number or electronic identifier of the employee gaining access.
- 4.1.2. MEAL document will be maintained by the Tribal Gaming Operation and securely stored for at least one (1) year;
- 4.1.3. Maintenance procedures;
- 4.1.4. Ensuring the door open light or candle on top of the machine is operational to be visible to Surveillance cameras;
- 4.1.5. Ensuring the progressive display is constantly updated to display the accumulated progressive jackpot amount(s); and
- 4.1.6. Ensuring each progressive controller must be housed in a secure compartment requiring locking entry and MEAL logs.

5. VLT Storage, Destruction

- 5.1. The manner and site of storage will be consistent with the requirements in each respective Tribal/State Compact. The TGS will have access to any storage areas for VLTs.
- 5.2. The storage security requirements for VLTs and any associated device/system will be approved and documented by the Tribal Gaming Commission.
- 5.3. The Tribal Gaming Commission will notify the TGS in writing within 10 days after destruction of VLTs, the following:
 - 5.3.1. Serial numbers for each VLT;
 - 5.3.2. Quantity of VLTs; and
 - 5.3.3. Date of destruction.

6. Records and Security of VLT Software and Sensitive Components

- 6.1. All software shall be the responsibility of the Tribal Gaming Commission to include:

- 6.1.1. Access to software is secured through a locking device (i.e. safe, tool chest, file cabinet, designated room, etc.);
- 6.1.2. Dedicated camera coverage or if software is stored at a location other than the Tribal Gaming Facility and camera coverage is not provided, then the site and manner of storage needed to ensure software security will be defined by the Tribal Gaming Commission and provided to the TGS for concurrence;
- 6.1.3. Maintaining perpetual inventory; and
- 6.1.4. Maintaining accurate and complete records including the following:
 - 6.1.4.1. The serial number of the VLT the software is installed in and/or removed from;
 - 6.1.4.2. Date of installation and/or removal;
 - 6.1.4.3. The VLT manufacturer;
 - 6.1.4.4. Software type;
 - 6.1.4.5. Approved software signature result and;
 - 6.1.4.6. The name of the person conducting the test.
- 6.2. Prior to VLTs being placed into play, the Tribal Gaming Commission or representative of the TGS, will verify the software internal signature as assigned by the manufacturer and verified by the independent laboratory is accurate.
- 6.3. The software will be installed and secured with a uniquely numbered tape, wire seal, or lock inside the VLT under the direct supervision of the Tribal Gaming Commission or a representative of the TGS.
- 6.4. The Tribal Gaming Commission shall have internal controls to ensure the security and integrity of all sensitive components.

7.e VLT Records

- 7.1. A department independent of the VLT Department will maintain the VLT records; or may be performed by a VLT employee if sufficient documentation is generated and randomly verified by employees independent of the VLT Department on a monthly basis.
- 7.2. VLT records will include the following information:
 - 7.2.1. A current comprehensive list of all VLTs (leased or owned) with the date of arrival and/or date of removal or destruction;
 - 7.2.2. Date of installation on the gaming floor;

- 7.2.3. Date of removal from the gaming floor;
- 7.2.4. VLT's serial number;
- 7.2.5. Manufacturer's name;
- 7.2.6. Program number(s) selected from the installed software;
- 7.2.7. Current denomination of VLT;
- 7.2.8. Theoretical hold percentage(s) selected from the installed software or recalculations of the theoretical hold percentage with documentation; and
- 7.2.9. Any changes to the VLT unique machine identification number with reason for the change (i.e. denomination, conversion, etc.).

8. VLT Performance

- 8.1. Accurate and current par sheets are maintained or readily available for each pay-table on a VLT machine.
- 8.2. When initially received from the manufacturer, the program number and the theoretical hold percentage are verified to the par sheet.
- 8.3. For multi-game and multi-denominational VLTs, the theoretical hold percentage will be adjusted annually to a weighted average based upon the ratio of coin in for each pay table if the adjustment exceeds +/-0.5%..
- 8.4. The employee who records the meter readings will be independent of the count team with the following requirements:
 - 8.4.1. Meter readings will be recorded at least weekly immediately prior to or subsequent to the drop. The time between readings may extend beyond one week in order for a reading to coincide with the end of an accounting period only if such extension is for no longer than six days; and
 - 8.4.2. Prior to finalizing the statistical reports, the meter readings that do not appear reasonable are reviewed by the Accounting and VLT Departments with exceptions documented.
- 8.5. A VLT +/-5% Analysis Report(s) will be generated at least monthly and include:
 - 8.5.1. Month-to-date actual hold percentage compared to the machine's theoretical hold percentage;
 - 8.5.2. Year-to-date actual hold percentage compared to the machine's theoretical hold percentage; and

8.5.3. If practicable, the actual hold percentage for the entire time the machine has been in operation.

8.6. The VLT +/-5% analysis report(s) is to be reviewed by personnel from two separate departments, one of which will be independent of the VLT Department.

8.7. Variances of +/-5% between theoretical hold and actual hold will be investigated and resolved in a timely manner by a department independent of the VLT Department. Findings will be documented and provided to the Tribal Gaming Commission.

9. Method for Payment of Prizes for VLTs

9.1. The Tribal Gaming Commission will approve and document the procedures for payment of prizes for VLTs.

10. Jackpot Payout Requirements

10.1. Documentation requirements for manual or electronic forms will include:

10.1.1. Date and time;

10.1.2. Machine number;

10.1.3. Dollar amount of payout (both alpha and numeric);

10.1.4. If manual form, brief description of winning combination (i.e. 7 out of 7 keno, 5 bumblebees, etc.);

10.1.5. Preprinted or concurrently printed sequential number;

10.1.6. Signatures of at least two employees verifying and witnessing the payout; and

10.1.7. Additional signatory requirements for payout thresholds as approved and documented by the Tribal Gaming Commission, which at least includes a signature of a supervisor or higher position independent of the VLT Department.

11. Manual Pay Requirements

11.1. The manual pay procedures and documentation requirements for manual or electronic forms will include:

11.1.1. Date and time;

11.1.2. Machine number;

11.1.3. Dollar amount of payout (alpha and numeric); and

11.1.4. Signatures of at least two employees verifying and witnessing the payout.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

**SECTION 17: VIDEO LOTTERY TERMINALS - SERVER SUPPORTED GAMING & SERVER
BASED GAMING MACHINES**

The Grand Ronde Tribe is not currently engaging in this form of gaming. This Section is intended to be a placeholder for future implementation after discussion and agreement between the Tribe and the State. The Tribe will not engage in Server Supported Gaming & Server Based Gaming Machines until the Tribe and State have agreed on this Section of these MICS.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 18: MOBILE GAMING SYSTEMS / CASINO HAND HELD DEVICES

The Grand Ronde Tribe is not currently engaging in this form of gaming. This Section is intended to be a placeholder for future implementation after discussion and agreement between the Tribe and the State. The Tribe will not engage in Mobile Gaming Systems/Casino Hand Held Devices until the Tribe and State have agreed on this Section of these MICS.

OREGON TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

SECTION 19: SPORTS POOL

1. General

- 1.1.e Event wagering system, hardware, software, and any associated device/system will be tested by the designated independent gaming test laboratory as delineated in Section 5: Independent Gaming Test Laboratory.
- 1.2. The Tribal Gaming Commission shall have procedures in place to monitor and ensure compliance with GLI-33 standards, including appendices A and B, where applicable. In the event that GLI-33 is no longer maintained, it will remain the standard until the Tribe and the State have agreed to a suitable replacement.
- 1.3. The Tribal Gaming Operation and vendor shall participate in an independent sports wagering integrity organization per the Tribal/State Compact.
- 1.4. The event wagering system server must be located within the gaming facility.

2. Risk Management

- 2.1. Procedures shall include a risk management framework, including but not limited to:
 - 2.1.1. Automated and manual risk management procedures;
 - 2.1.2. Information regarding identifying and reporting fraud and suspicious conduct; and
 - 2.1.3. Description of all integrated third-party service providers.

3. Permitted Wagers

- 3.1. Wagers may be accepted or paid on sporting events or other events except as limited, conditioned, or prohibited by these MICS specifically including but not limited to:
 - 3.1.1. Professional sport or athletic events sanctioned by a governing body;
 - 3.1.2. Events held at a track which uses the pari-mutuel system of wagering;
 - 3.1.3. Olympic sporting or athletic events sanctioned by the International Olympic Committee;
 - 3.1.4. Collegiate sporting or athletic events; and
 - 3.1.5. The Tribal Gaming Operation shall not accept wagers on any other event unless:

- 3.1.5.1. The Tribal Gaming Commission has approved the other event in writing and;
- 3.1.5.2. The other event has been sanctioned by an organization included on the list of sanctioning organizations maintained by the Nevada Gaming Control Board; or
- 3.1.5.3. The other event is listed on the list of pre-approved other events by the Nevada Gaming Control Board.

4. Reserve Requirements

4.1. Notwithstanding the minimum bankroll requirements as required in the MICS, the Tribal Gaming Operation shall comply with the following to calculate additional minimum reserve requirements specifically for the sports pool. The Tribal Gaming Operation shall at all times maintain access to a cash reserve of not less than the greater of \$25,000 or the sum of the following amounts:

- 4.1.1. Amounts held by the Tribal Gaming Operation for the accounts of patrons, if applicable;
- 4.1.2. Aggregate amounts accepted by the Tribal Gaming Operation as wagers on contingencies whose outcomes have not been determined; and
- 4.1.3. Amounts owed but unpaid by the Tribal Gaming Operation on winning wagers through the period established by the Tribal Gaming Operation for honoring winning wagers.

5. Game Play Standards

5.1. Procedures will include:

- 5.1.1. A maintenance plan to service equipment (i.e. all program updates, hardware servicing);
- 5.1.2. Equipment maintenance is independent of the Sports Pool;
 - 5.1.2.1. Maintenance reports irregularities to management personnel independent of the Sports Pool.
- 5.1.3. Acceptance of wagers;
- 5.1.4. Ticket generation;
- 5.1.5. Voiding tickets;
- 5.1.6. Winning ticket verification;
- 5.1.7. Payment of winning tickets;

- 5.1.8. Winning ticket of \$10,000 and over will be verified additionally by:
 - 5.1.8.1. A department supervisor independent of the Sports Pool evidenced by their signature;
 - 5.1.8.2. Notification to Surveillance; and
 - 5.1.8.3. The terms of the wager per the event wagering system transaction report or other report indicating all points spreads and money lines.
- 5.1.9. House rules will be made available to the public;
- 5.1.10. A player is eligible to receive only the highest prize per wager played on a ticket;
- 5.1.11. Incoming and outgoing banks will be independently verified;
- 5.1.12. Adequate documentation of all pertinent sports pool information is generated by the computer system; and
- 5.1.13. The documentation will be restricted to authorized personnel.
- 5.1.14. Process for payouts on mail-in winning sports pool tickets.

6. Performance

- 6.1. Records will be maintained which will include the win and write by individual writer for each shift.
- 6.2. Records will include the win, write, and win-to-write hold percentage for:
 - 6.2.1. Each shift;
 - 6.2.2. Each day;
 - 6.2.3. Month-to-date; and
 - 6.2.4. Year-to-date.
- 6.3. Management independent of the Sports Pool will review the event wagering system statistical information on a monthly basis and investigate any large or unusual statistical fluctuations. Investigations are documented with results and maintained.

7. Event Wagering System Requirements

- 7.1. The system shall be capable of verifying all critical control program components contained one the system are authentic copies upon installation, at least once every 24 hours, and on demand using a method approved by the Tribal Gaming Commission.

- 7.2. At player account creation, the system shall be capable of verifying the player's legal name, physical address and age.
- 7.3. A player may have only one active player account at any one time.
- 7.4. A player must be authenticated by the system via username and password to access account balance information and transaction options.
 - 7.4.1. The system shall be capable of locking a player account in the event that suspicious activity is detected.
 - 7.4.2. After 30 minutes of inactivity, the player shall be required to re-authenticate to access their account.
- 7.5. Financial transactions performed automatically by the system for player funds maintenance shall be maintained in a transaction log.
- 7.6. The system shall incorporate a mechanism to detect the use of remote desktop software, rootkits, virtualization, and/or any other programs identified as having the ability to circumvent location detection.
- 7.7. For wagers placed over the internet, the system shall incorporate a location detection service or application to reasonably detect and dynamically monitor the location of a player attempting to place a wager; and to monitor and enable the blocking of unauthorized attempts to place a wager.

TRIBAL/STATE MINIMUM INTERNAL CONTROL STANDARDS

GLOSSARY

NOTE: Definitions in this section are not all inclusive and are not intended to change the names of items currently in use by the Tribal Gaming Operation. For additional detail refer to the respective Tribal/State Compact and/or Internal Controls and Regulations as approved by the Tribal Gaming Commissions.

Actual Hold Percentage

The percentage calculated by dividing the win by the drop or coin-in (number of credits wagered). Can be calculated for individual tables or gaming machines, type of table games, or gaming machines on a per day or cumulative basis.

Bank (Bankroll)

The inventory of currency, coins, chips and tokens in the cage, pit area, change booths, electronic gaming devices and on the playing tables used to make change and pay winning bets.

Base Jackpot

The fixed, minimum, payout amount of a progressive VLT jackpot.

Base Level

The table games hold percentages that are calculated from historical information or the gaming industry standard and are used to compare current table game hold percentages.

“Blind”/Independent Count

A count that is completed without prior knowledge or access to the amounts being counted.

Boxperson

A Table Games supervisor assigned to an individual craps table.

Cashier Cage

A secure work area within the gaming facility for cashiers, including the vault, main bank, master bank, and satellite bank.

Casino Management System (CMS)

A computerized system to monitor VLTs through secure transmissions of data including, but not limited to, detecting, logging, and reporting designated game events, ticket validation, player tracking, collecting meter and financial data and security information.

Chip/Token

A non-metal or partly metal representative of value which evidence a debt owed to their custodian and is issued by the Tribal Gaming Operation for use at the table gaming stations.

Closer

The original of the form utilized to record the table inventory at the end of each shift.

Coin-In

The total amount wagered.

Count Room

A secured area within the Tribal Gaming Facility which serves as the central location for count of funds from gaming areas.

Credit

1. VLT - smallest unit of value that may be used to play a game on a VLT or that may be redeemed in currency.
2. Table Games - A transaction in which a supply of chips, coins and tokens is transferred from a table game to the cashier's cage.

Credit Slip

The document reflecting the removal of gaming chips from a gaming station.

Decal

A sticker that is affixed to a VLT which certifies it conforms to the exact specifications of terminal prototypes tested and certified by the independent gaming test laboratory. The placement of the decal constitutes documentation that the certification has been and will be kept on file.

Drop

The process in which drop boxes are removed from table games, VLTs and kiosks to be taken to the count room.

Drop Box

1. Table Games - the container attached to a table game used to deposit cash and coupons in exchange for chips. Table games drop boxes are collectively referred to as drop boxes and may have one or more slots to insert the cash or coupons as approved by the Tribal Gaming Commission.
2. VLT - the container attached inside the VLT used to deposit cash and vouchers in exchange for credits. VLT drop boxes and bill validator cans are collectively referred to as drop boxes.
3. Kiosk – the container attached inside the kiosk used to deposit cash and vouchers.

Event Wagering System

The hardware, software, firmware, communications technology, other equipment, as well as operator procedures implemented in order to allow player participation in wagering, and, if supported, the corresponding equipment related to the display of the wager outcomes, and other similar information necessary to facilitate player participation. The system provides the player with the means to place and manage wagers. The system provides the operator with the means to review player accounts, if

supported, suspend events, generate various wagering/financial transaction and account reports, input outcomes for events, and set any configurable parameters.

Fill

A transaction whereby a supply of chips, coins and tokens is transferred from the cashier's cage to a table game.

Fill Slip

The document reflecting the distribution of gaming chips to a gaming station.

Fiscal Year

The annual period used by a Tribal Gaming Operation for internal accounting for its gaming operations.

Floating Bank

A bank that is maintained on a non-impres basis for services such as check cashing fees, etc.

ICs

Tribal Gaming Commission Minimum Internal Control Standards.

Imprest Basis

The basis in which a cash bank is maintained at a fixed amount.

Independent Accountant

A professional accountant qualified and independent to act as auditor of the Tribal Gaming Operation in accordance with these standards.

Jackpot Payout

A manual payout as a result of a machine locking up due to a winning combination.

Jackpot Payout Slip

A form on which a jackpot payout is recorded.

Kiosk

A device made available to players on the gaming floor for:

1. Ticket redemption and/or cage functionality, or
2. Participation in gaming or promotional events.

Logs

Document used for recording and tracking information and activity.

Machine Payout

The amount paid out to the customer by a VLT as the result of a winning combination.

Manual Pay

Any payout from an electronic gaming device not paid by the machine.

Matrix

Computer operated unit used to receive video signals from a camera and then routes those signals to a viewing monitor.

Meter

An electronic or mechanical apparatus in a VLT used to record the number of transactions on a VLT i.e. coin in, bills in, ticket in, ticket out, etc.

MICS

Minimum Internal Control Standards as defined by the respective Tribal/State Compacts.

Monitor

Surveillance personnel function that requires unscheduled viewing of an event.

Observation

Surveillance personnel function that requires continuous viewing of an event.

Opener

The form utilized to record the table inventory at the end of each shift and serves as the record of each table inventory at the beginning of the next succeeding shift.

Pan-Tilt-Zoom (PTZ)

A camera that has the capabilities of panning 360 degrees right to left, up and down, and focusing closer to a specific area.

PAR Sheet

A document, provided by the VLT manufacturer, which depicts the possible outcomes from the play of a VLT, the probability of occurrence of each, and the contribution of each winning outcome to the payback percentage of the VLT.

Perpetual Inventory

A method of inventory control in which running records are kept of all additions and subtractions.

Pit

The area enclosed or encircled by an arrangement of table gaming stations in which gaming facility personnel administer and supervise the games played at table games by the patrons located on the outside perimeter of the area.

Program Number

Identifier unique to the various game options available in the software for a VLT.

Progressive Controllers

A controller that deducts a predetermined percentage from each wager and applies it to the progressive meter.

Progressive Jackpot

A jackpot that increases over time as the game is played.

Random Number Generator

Hardware, software, or combination of hardware and software devices for the generating number values that exhibit characteristics of randomness.

Recording Device

Hardware used to record video and/or audio.

Re-grade

A method of comparing Keno tickets back to the payment schedule to ensure the payout is accurate.

Request for Credit

A document or electronic communication prepared by a table game supervisor to authorize the preparation of a credit slip for removal of gaming chips from a table gaming station.

Request for Fill

A document or electronic communication prepared by a table game supervisor reflecting the request for the distribution of gaming chips to a table gaming station.

Sensitive Components

Any VLT component that may influence the game outcome.

Shift

A designated time period within the gaming operation business day, for accounting and drop purposes, not to exceed twenty-four (24) hours.

Software

Collectively applies to, but is not limited to, USB drives, compact flash, media, hard drives, CD's, etc. that are required to operate a VLT and all fall under the heading software. This definition excludes media which has no effect on the outcome of the game.

Sports Pool

The business of accepting wagers on sporting or other events.

System of Internal Control

The plan of organization beginning with the respective Tribal/State Compacts and descending through the Tribal Gaming Operations standard operating procedures and all of the coordinated methods and measures adopted within a business to safeguard its assets, check the accuracy and reliability of its accounting data, promote operational efficiency, and encourage adherence to prescribed managerial policies.

Table Game

Any game allowed under the respective Tribal/State Compact except video lottery games, keno, pari-mutuel wagering, and sports book.

Table Game Station Inventory

Total coins and chips at a table game station.

Table Game Station Inventory Tray

The container used to hold coins and chips at a table game station.

Table Limits

The minimum and maximum amounts that a customer may wager at a particular table.

Theoretical Hold

The intended hold percentage or win of an individual VLT as computed by reference to its payout schedule and reel strip settings.

Tribal Gaming Section (TGS)

The members of the Oregon State Police, or their designated agents, specifically assigned by the Superintendent of State Police to tribal gaming regulatory duties.

Tribe

The respective federally recognized Tribe within the State of Oregon.

Video Lottery Terminal (VLT)

As defined in the Tribal/State Compact.

VLT Final Count Report

A report generated by the count team during the count process for VLT drop boxes to record the total dropped for each drop box and each aggregate total.

Wager

A sum of money or thing of value risked on an uncertain occurrence.

Win/Loss

The calculation to determine how a table game is performing. The calculation is (opener – closer + fills – credits) + drop = win/loss.

Voucher

A printed document issued by a gaming system that represents cash value redeemable at a VLT, kiosk or cage.

Revision Date: June 9, 2020

- e Updated title page to current revision date – June 9, 2020e
- e Prelude: updated to current Lieutenant name for signaturee

SECTION 1: WRITTEN SYSTEM OF INTERNAL CONTROLS

- 1.2.3 Reformat wording for consistency

SECTION 2: ACCOUNTING/AUDITING

- 2.9 Revised term “Redemption Kiosk” to “Kiosk”
- 2.9.1 Added “if applicable”
- 2.10 Added sub-section 2.10 – Accounting and Auditing for Sports Pool

SECTION 3: SURVEILLANCE

- 3.8 Revised term “Redemption Kiosk” to “Kiosk” within sub-section
- 3.16 Sports Pool sub-section added

SECTION 5: INDEPENDENT GAMING TEST LABORATORY

New section added to include testing standards for gaming hardware, software and any associated device/system.

With Section 5 added subsequent section numbering is changed to:

- SECTION 6: INFORMATION TECHNOLOGY
- SECTION 7: CAGE
- SECTION 8: KIOSK
- SECTION 9: KEY INTEGRITY
- SECTION 10: DROP
- SECTION 11: COUNT STANDARDS
- SECTION 12: CHIPS AND TOKEN INTEGRITY
- SECTION 13: KENO
- SECTION 14: PARI-MUTUEL & OFF-TRACK BETTING STANDARDS
- SECTION 15: TABLE GAMES
- SECTION 16: VLT-CONVENTIONAL
- SECTION 17: VIDEO LOTTERY TERMINALS – SSG AND SB GAMING MACHINES
- SECTION 18: MOBILE GAMING SYSTEMS / CASINO HAND HELD DEVICES

SECTION 6: INFORMATION TECHNOLOGY

- 1.0 Sub-section titled “General” was deleted. This requirement is now reflected in Section 5 Independent Gaming Test Laboratory. Reformatted remainder of section to correct numbering sequence.

SECTION 8: KIOSK

Section header now titled “Kiosk” (removed “Redemption”)

- 1.1 Added language “if applicable” and removed word “redemption.” Changed reference to Section 5 to correct title “Independent Gaming Test Laboratory.”

SECTION 9: KEY INTEGRITY

Revised term "Redemption Kiosk" to "Kiosk" within the section.

- 3.7 Deleted term "personnel" as there is not a specific department for Kiosks and involves personnel from various departments.

SECTION 16: VLT-CONVENTIONAL

- 1.0 Sub-section title updated from "Independent Gaming Test Laboratory" to "General."
1.1 Corrected reference to Section 5 to new section title "Independent Gaming Test Laboratory" and deleted 1.2-1.3.
7.1 Combined 7.1 and 7.2 and reworded for clarity.
8.3 Added verbiage "if the adjustment exceeds +/-0.5%"

SECTION 19: SPORTS POOL

Added Section 19: Sports Pool

GLOSSARY

Definitions for the following terms were revised/updated:

Drop – added "and kiosks"

Drop Box – added 3. Kiosk...

Kiosk – updated to include all kiosk, not only "redemption"

Definitions for the following terms were added:

Event Wagering System

Sports Pool

Voucher

Revision Date: April 5, 2018

- Revised approving officer for Oregon State Police Tribal Gaming Section.
- Renamed Section 15.6 title to include Sensitive Components.
- Added Section 15.6.4.
- Added Sensitive Components to the glossary.