

information from public review, we cannot guarantee that we will be able to do so.

**II. Background**

To help us carry out our conservation responsibilities for affected species, section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*), requires that we invite public comment before final action on these permit applications.

**III. Permit Applications**

**A. Endangered Species**

Applicant: Dallas World Aquarium Corporation, Dallas, TX; PRT-43310A

The applicant requests a permit to import 2.2 live, captive-bred horned guan (*Oreophasis derbianus*) from Mexico for the purposes of enhancement of the survival of the species.

**Multiple Applicants**

The following applicants each request a permit to import the sport-hunted trophy of one male bontebok (*Damaliscus pygargus pygargus*) culled from a captive herd maintained under the management program of the Republic of South Africa, for the

purpose of enhancement of the survival of the species.

Guy Gorney, Manhattan, IL; PRT-54826A

Joseph Hand, DelRay Beach, FL; PRT-54893A

James Combs, Peoria, AZ; PRT-52516A

Kenneth Cypress, Ochopee, FL; PRT-56285A

Michael Rush, Nashua, NH; PRT-56284A

**Brenda Tapia,**  
*Program Analyst/Data Administrator, Branch of Permits, Division of Management Authority.*

[FR Doc. 2011-27111 Filed 10-19-11; 8:45 am]

BILLING CODE 4310-55-P

**DEPARTMENT OF THE INTERIOR**

**Fish and Wildlife Service**

[FWS-R9-IA-2011-N217; 96300-1671-0000-P5]

**Endangered Species; Marine Mammals; Issuance of Permits**

**AGENCY:** Fish and Wildlife Service, Interior.

**ACTION:** Notice of issuance of permits.

**SUMMARY:** We, the U.S. Fish and Wildlife Service (Service), have issued the following permits to conduct certain activities with endangered species, marine mammals, or both. We issue these permits under the Endangered Species Act (ESA) and Marine Mammal Protection Act (MMPA).

**ADDRESSES:** Brenda Tapia, Division of Management Authority, U.S. Fish and Wildlife Service, 4401 North Fairfax Drive, Room 212, Arlington, VA 22203; fax (703) 358-2280; or e-mail [DMAFR@fws.gov](mailto:DMAFR@fws.gov).

**FOR FURTHER INFORMATION CONTACT:** Brenda Tapia, (703) 358-2104 (telephone); (703) 358-2280 (fax); [DMAFR@fws.gov](mailto:DMAFR@fws.gov) (e-mail).

**SUPPLEMENTARY INFORMATION:** On the dates below, as authorized by the provisions of the ESA (16 U.S.C. 1531 *et seq.*), as amended, and/or the MMPA, as amended (16 U.S.C. 1361 *et seq.*), we issued requested permits subject to certain conditions set forth therein. For each permit for an endangered species, we found that (1) The application was filed in good faith, (2) The granted permit would not operate to the disadvantage of the endangered species, and (3) The granted permit would be consistent with the purposes and policy set forth in section 2 of the ESA.

**ENDANGERED SPECIES**

Permit number	Applicant	Receipt of application Federal Register notice	Permit issuance date
28295A .....	Rosamond Gifford Zoo at Burnet Park .....	76 FR 14985; March 18, 2011 .....	October 7, 2011.
47165A .....	James Kelly .....	76 FR 48880; August 9, 2011 .....	September 26, 2011.
49806A .....	Robert Oswald .....	76 FR 52965; August 26, 2011 .....	September 26, 2011.
45900A .....	Stephen Pasquan .....	76 FR 48880; August 26, 2011 .....	September 26, 2011.
48778A .....	Rulon Anderson .....	76 FR 54480; September 1, 2011 .....	October 5, 2011.

**MARINE MAMMALS**

Permit number	Applicant	Receipt of application Federal Register notice	Permit issuance date
166346 .....	Matson's Laboratory .....	76 FR 35464; June 17, 2011 .....	October 5, 2011.
31164A .....	Wild Horizons, Ltd. ....	76 FR 10623; February 25, 2011 .....	October 5, 2011.

**Availability of Documents**

Documents and other information submitted with these applications are available for review, subject to the requirements of the Privacy Act and Freedom of Information Act, by any

party who submits a written request for a copy of such documents to:

**Brenda Tapia,**  
*Program Analyst/Data Administrator, Branch of Permits, Division of Management Authority.*

[FR Doc. 2011-27104 Filed 10-19-11; 8:45 am]

BILLING CODE 4310-55-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

**Indian Gaming**

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice of Approved Tribal—State Class III Gaming Compact.

**SUMMARY:** This notice publishes an Approval of the Gaming Compact between the Confederated Tribes of the

Warm Springs Reservation of Oregon and the State of Oregon.

**DATES:** *Effective Date:* October 20, 2011.

**FOR FURTHER INFORMATION CONTACT:** Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

**SUPPLEMENTARY INFORMATION:** Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA) Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal—State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Compact amends the 2005 Amended and Restated Tribal-State Government-to-Government Compact for Regulation of Class III Gaming on the Warm Springs Reservation (“2005 Compact” or “Kah-Nee-Ta compact”), approved on May 20, 2005. The following is a list of the changes:

1. Addresses relocation of Class Gaming on the Reservation from the Tribe’s Kah-Nee-Ta Resort facility to a temporary facility on U.S. Highway 26 in the Warm Springs community. See Section 3.M. (definitions) and Section 4.C. (gaming location).
2. Increases the number of approved VLT’s from 400 to 700. See, Section 4.D. The compact also deletes the “one player at a time” provision of the definition of “Video Lottery Terminal,” thereby allowing for multi-player VLT’s. Section 3EE. The compact also provides a methodology for counting multi-player VLT’s. Section 4D.
3. Adds disclaimer regarding any impact of the 2011 Amended and Restated Compact on the Cascade Locks casino “two-part” determination. See Section 4.C.3.
4. Revises “Health and Safety Standards” section to be consistent with Cascade Locks compact (dated November 2010) and other Oregon compacts. See Section 12.A.
5. Revises “Traffic Standards” section providing for access improvements and consultations with Oregon Department of Transportation. See Section 12.B.
6. Revises and updates regulatory provisions to be consistent with Cascade Locks compact and other current Oregon compacts. See Section 7, 8, 9, 10 and 11.

Dated: October 14, 2011.

**Larry Echo Hawk,**

*Assistant Secretary—Indian Affairs.*

[FR Doc. 2011-27233 Filed 10-19-11; 8:45 am]

BILLING CODE 4310-4N-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[LLWYP00000-L51100000-GA0000-LVEMK09CK370; WYW173408]

#### Notice of Availability of the Record of Decision for the Wright Area North Porcupine Coal Lease-by-Application and Environmental Impact Statement, Wyoming

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of availability.

**SUMMARY:** In accordance with the National Environmental Policy Act of 1969, as amended, the Bureau of Land Management (BLM) announces the availability of the Record of Decision (ROD) for the North Porcupine Coal Lease-by-Application (LBA) included in the Wright Area Coal Lease Applications Environmental Impact Statement (EIS).

**ADDRESSES:** The document is available electronically on the following Web site: <http://www.blm.gov/wy/st/en/info/NEPA/HighPlains/Wright-Coal.html>. Paper copies of the ROD are also available at the following BLM office locations:

- Bureau of Land Management, Wyoming State Office, 5353 Yellowstone Road, Cheyenne, Wyoming, 82009; and
- Bureau of Land Management, Wyoming High Plains District Office, 2987 Prospector Drive, Casper, Wyoming, 82604.

**FOR FURTHER INFORMATION CONTACT:** Ms. Kathy Muller Ogle, Coal Program Coordinator, at 307-775-6206, or Ms. Sarah Bucklin, EIS Project Manager, at 307-261-7541. Ms. Ogle’s office is located at the BLM Wyoming State Office, 5353 Yellowstone Road, Cheyenne, Wyoming 82009. Ms. Bucklin’s office is located at the BLM High Plains District Office, 2987 Prospector Drive, Casper, Wyoming 82604. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339 to contact the above individual during normal business hours. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

**SUPPLEMENTARY INFORMATION:** The ROD covered by this Notice of Availability is for the North Porcupine Coal Tract and addresses leasing Federal coal in Campbell County, Wyoming, administered by the BLM Wyoming

High Plains District Office. The BLM approves Alternative 2, which is the preferred alternative for this LBA in the Wright Area Coal Final EIS. Under Alternative 2, the BLM will offer the North Porcupine Coal LBA area, as modified by the BLM for lease. The modified LBA area includes approximately 6,364 acres. The BLM estimates that it contains approximately 721,154,828 tons of mineable Federal coal reserves under the selected configuration. The BLM will announce a competitive coal lease sale in the **Federal Register** at a later date. The Environmental Protection Agency published a **Federal Register** notice announcing the Final EIS was publicly available on July 30, 2010 (75 FR 44951).

This decision is subject to appeal to the Interior Board of Land Appeals (IBLA), as provided in 43 CFR part 4, within thirty (30) days from the date of publication of this NOA in the **Federal Register**. The ROD contains instructions for filing an appeal with the IBLA.

**Donald A. Simpson,**  
*State Director.*

[FR Doc. 2011-27043 Filed 10-19-11; 8:45 am]

BILLING CODE 4310-22-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[LLWYD01000-2011-L13110000-EJ0000-LXSI016K0000]

#### Notice of Meetings of the Pinedale Anticline Working Group, Wyoming

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice.

**SUMMARY:** In accordance with the Federal Land Policy and Management Act (1976) and the Federal Advisory Committee Act (1972), the U.S. Department of the Interior, Bureau of Land Management (BLM) Pinedale Anticline Working Group (PAWG) will hold a series of meetings in Pinedale, Wyoming. All PAWG meetings are open to the public.

**DATES:** The PAWG will meet on the following dates: February 7, 2012, May 22 and 23, 2012, and August 7 and 8, 2012, beginning at 9 a.m. MST at the Bureau of Land Management (BLM) Pinedale Field Office.

**ADDRESSES:** BLM Pinedale Field Office, 1625 West Pine Street, Pinedale, Wyoming.

**FOR FURTHER INFORMATION CONTACT:** Shelley Gregory, BLM Pinedale Field Office, 1625 West Pine Street, PO Box



# United States Department of the Interior

OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20240



**OCT 14 2011**

Honorable Stanley "Buck" Smith, Jr.  
Chairman, Confederated Tribes of the  
Warm Springs Reservation of Oregon  
P.O. Box C  
Warm Springs, Oregon 97761

Dear Chairman Smith:

On August 30, 2011, we received the 2011 Amended and Restated Tribal-State Government-to-Government Compact for Regulation of Class III Gaming on the Warm Springs Reservation (Compact) between the Confederated Tribes of the Warm Springs Reservation of Oregon and the State of Oregon. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. Pursuant to my delegated authority and Section 11 of IGRA, I approve the Compact. This Compact shall take effect when the notice of our approval under Section 11(d)(3)(B) of IGRA is published in the *Federal Register*, 25 U.S.C. §2710(d)(3)(B).

We wish the Tribe success in their economic venture.

Sincerely,

Larry Echo Hawk  
Assistant Secretary – Indian Affairs

Enclosure

Similar Letter Sent to:      Honorable John Kitzhaber  
Governor of Oregon  
Salem, Oregon 97301

**2011 AMENDED AND RESTATED  
TRIBAL-STATE GOVERNMENT-TO-GOVERNMENT COMPACT  
FOR REGULATION OF CLASS III GAMING  
ON THE  
WARM SPRINGS RESERVATION  
(HIGHWAY 26)**

- Exhibit 1 Description of Kah-Nee-Ta Gaming Location
- Exhibit 2 Description of Highway 26 Gaming Location
- Exhibit 3 Minimum Internal Controls

**AND WHEREAS**, the Reservation encompasses no non-tribal communities and non-tribal activity is almost solely limited to tribally-supported tourist and recreational activities;

**AND WHEREAS**, the Tribe provides a full range of governmental services on the Reservation;

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

**AND WHEREAS**, the State and the Tribe recognize that all representatives of both sovereign governments deserve to be treated with respect;

**AND WHEREAS**, the public policy of the State is reflected in the Constitution, statutes and administrative rules of the State, which, at the time of execution of this Compact, authorize a variety of games classified as Class III Gaming under IGRA;

**AND WHEREAS**, the tribal public policy, as reflected in the Tribe's Constitution and Bylaws includes the powers of the Tribal Council to negotiate with state government, manage the economic affairs of the Tribe and protect the health, security and general welfare of the members of the Tribe;

**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 Tribe exercises governmental authority over all lands within the Reservation;

**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 State recognizes the Tribe's desire to cooperate with the State in assuring the fairness, integrity, security and honesty of the Tribal Gaming Operation and the Tribe's commitment to an effective working relationship with the Oregon State Police;

**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 Tribal Gaming Activities;

**AND WHEREAS**, the Tribe is authorized to act through ordinance and resolutions adopted by its Tribal Council; subject to the referendum powers of the members of the Tribe;

**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 agree as follows:

### **SECTION 3. DEFINITIONS.**

In addition to any terms that may be defined elsewhere in this Compact, the following terms apply to this Compact and have the following meanings:

- A.** "Background Investigation" means a security and financial history check of an applicant for a Tribal Gaming License, whether the applicant is a prospective High Security Employee, Low Security Employee or Class III Gaming Contractor.
- B.** "Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific time, excluding State of Oregon holidays.
- C.** "Certification" means the inspection process identified in the Minimum Internal Controls used by the State and the Tribe to approve Class III Gaming equipment for use in the Highway 26 Facility.
- D.** "Class II Gaming" means "class II gaming" as defined in 25 U.S.C. § 2703.
- E.** "Class III Gaming" means all forms of gaming that are not class I gaming or class II gaming as defined in 25 U.S.C. § 2703.
- F.** "Class III Gaming Contract" means a contract that involves Major or Sensitive Procurements.
- G.** "Class III Gaming Contractor" is any individual, business or other entity that applies for or is a party to a Class III Gaming Contract.
- H.** "Consultant" means any person who provides advice or expertise to the Tribe concerning the operation, management or financing of the Tribal Gaming Activities at the Highway 26 Facility for compensation, except attorneys or accountants performing those functions. "Consultant" may be either an employee of the Tribal Gaming Operation or a Class III Gaming Contractor. "Consultant" does not include a Class III Gaming Contractor engaged for the purpose of training or teaching employees of the Tribal Gaming Operation or the Tribal Gaming Commission if the contract for those services is no greater than ninety (90) consecutive days in duration.

P. "Low Security Employee" means any employee of the Tribal Gaming Operation whose duties require the employee's presence in the Gaming Area but who is not a High Security Employee and who is not involved in the operation of Class III Gaming. "Low Security Employee" includes but is not limited to employees who are Consultants who are Tribal Gaming Operation employees and who otherwise fall within the definition of "Low Security Employee." "Low Security Employee" does not include any employee of the Tribal Gaming Operation who is present in the Gaming Area for the sole purpose of conducting banking activities at the cage and whose duties do not require that employee to enter the cage.

Q. "Major Procurement" means any procurement action or contract between the Tribe, the Tribal Gaming Commission, or the Tribal Gaming Operation and a manufacturer, supplier, Consultant who is not an employee of the Tribal Gaming Operation, Primary Management Official who is not an employee of the Tribal Gaming Operation, or management contractor, for the purchase of goods, services, licenses or systems that may directly affect the fairness, integrity, security or honesty of the Tribal Gaming Operation and administration of the Tribal Gaming Activities but that are not specifically identified as a Sensitive Procurement. "Major Procurements" include but are not limited to, procurement actions, arrangements, transactions or contracts:

1. For any goods, services or systems 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 generation systems and off-track betting systems;
2. For any goods, services, or systems used to determine winners in any Class III Gaming;
3. For purchase, installation, or maintenance of surveillance systems or other equipment used in monitoring Class III Gaming;
4. For licenses to use a patented Class III game or game product;
5. For any goods, services or systems that are a part of or related to a computerized system responsible for receiving, processing or recording data from Tribal Gaming Activities or involved in printing or validating tickets; or
6. Involving or requiring commitments by either party to the procurement action, arrangement, transaction or contract such that there would be substantial financial consequences to one of the parties if the procurement action, arrangement, transaction or contract is terminated prematurely. All procurement actions, arrangements, transactions and contracts involving consideration or value of \$100,000 or more are deemed to result in substantial financial consequences to one of the parties if the procurement action, arrangement, transaction or contract is terminated prematurely.

2. VLT replacement parts that do not affect the outcome of the game including bill acceptors, printers, monitors, locks and keys for secure storage areas or Class III Gaming devices, individual surveillance cameras, or individual surveillance recording devices.
  3. Design of surveillance systems.
  4. Class III Gaming consulting or training services, excluding procurement actions, arrangements, transactions or contracts with attorneys, accountants, and political or public relations consultants.
  5. Any other goods, services and systems, including goods, services and systems otherwise within the definition of Major Procurement, that OSP and the Tribal Gaming Commission agree are a Sensitive Procurement.
- X.** "Table Game" means any individual game of Class III Gaming allowed under this Compact except VLT games, keno, off-race course pari-mutuel wagering, and race book.
- Y.** "Tribal Gaming Activities" means the conduct and regulation of the Tribal Gaming Operation and all other tribal activities directly related to the operation of Class III Gaming.
- Z.** "Tribal Gaming Commission" or "Commission" means the entity established pursuant to tribal law with independent authority to regulate gaming activities on tribal lands.
- AA.** "Tribal Gaming License" means a license issued by the Tribal Gaming Commission to Primary Management Officials, High Security Employees, Low Security Employees and Class III Gaming Contractors in accordance with the requirements of this Compact.
- BB.** "Tribal Gaming Operation" means the entity, whether or not separately incorporated, that operates Class III Gaming under tribal authority, and receives revenues, issues prizes and pays expenses in connection with Class III Gaming authorized under this Compact.
- CC.** "Tribal Gaming Ordinance" means the ordinance adopted by the Tribe to govern the conduct of Class III Gaming, as required by IGRA, including subsequent amendments.
- DD.** "Tribal Internal Controls" means the internal controls and standards adopted by the Tribal Gaming Commission to regulate the security of the Highway 26 Facility and the play of Class III Gaming.
- EE.** "Video Lottery Terminal," "VLT" or "Terminal" means any electronic or other device, contrivance or machine where the game outcome decision-making portion of the overall assembly is microprocessor controlled wherein the ticket or game outcome is displayed on a video display screen, electronically controlled physical reels, or other electronic or electro-mechanical display mechanism and that is available for consumer play at the device upon payment of any consideration, with winners determined by the application of the element of

iii. Ensures that there is established a security and surveillance plan that meets the Minimum Internal Controls.

iv. Has adopted and maintains rules of operation for house-banked blackjack that meet the Minimum Internal Controls, including rules of play and standards for equipment.

v. Has adopted and maintains a dispute resolution procedure that provides for investigation and review of any player complaint.

c. The Tribe shall establish an initial wager limit of one hundred dollars (\$100) per hand, except that the Tribe may offer a maximum wager limit of five hundred dollars (\$500) per hand on two tables. After any period of six months of operation of house-banked blackjack in full compliance with the requirements of this subsection, the Tribe may request a change in the initial wager limit. The State may refuse to agree to an increase in the initial wager limit if there have been any significant problems with the conduct of house-banked blackjack due to noncompliance with the internal controls, the rules of operation of the game or with the terms of this Section 4(B). The amount of any increase in the wager limit must be agreed to by both the State and the Tribe.

d. The Tribe may operate a maximum of eight tables of house-banked blackjack at the Highway 26 Facility during the term of this Compact.

3. This Section 4(B) 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 Gaming is not subject to the provisions of this Compact.

4. The Tribe agrees not to engage in any form of Class III gaming unless the Tribal Gaming Commission and State have adopted Minimum Internal Controls addressing that form of gaming, including the particular technology associated with that form of gaming.

**C. Gaming Location.**

1. Class III Gaming authorized under this Compact shall be conducted only at the Highway 26 Facility.

**2. Transition from Kah-Nee-Ta Facility.**

As of the execution date of this compact, the Tribe is conducting Class III Gaming at the Kah-Nee-Ta Facility. The Tribe and the State agree that the Kah-Nee-Ta Compact shall terminate at 12:01 a.m. on the date the Tribe first commences any Class III Gaming at the Highway 26 Facility, and at the same time the Tribe shall cease all Class III Gaming conducted under the Kah-Nee-Ta Compact.

**E. Off-Track Mutuel Wagering.** The Tribe may conduct off-track mutuel wagering on races held at race courses within or outside the State. Any off-track mutuel wagering on races held at race courses outside the State shall be conducted in compliance with the applicable requirements of the Interstate Horseracing Act of 1978, as amended, (15 U.S.C. § 3001 to 3007). All off-track mutuel wagering at the Highway 26 Facility shall be conducted in person, and no wagers may be accepted by telephone or other electronic medium.

## **SECTION 5. JURISDICTION.**

### **A. In General.**

1. The Tribe and federal government have criminal jurisdiction over offenses committed within the Reservation by Indians. The criminal laws of the Tribe, and the federal government where applicable, shall govern the criminal conduct of Indians on the Reservation. The Tribe has a Police Department, a Tribal Court and a facility for incarceration of Indian offenders.

2. The State and federal government have criminal jurisdiction over offenses committed by non-Indians within any gaming facility and over offenses committed by Indians outside the exterior boundaries of the Reservation. The criminal laws of the State shall be applicable to non-Indians and have the same force and effect at the Highway 26 Highway 26 Facility as they have on non-tribal lands within the State. The enforcement of criminal laws with respect to non-Indians at the Highway 26 Facility shall be established pursuant to and by a memorandum of understanding to be executed by the Tribe and the Oregon State Police. The State shall make reasonable efforts to enforce the criminal laws applicable to offenses committed by non-Indians within the Highway 26 Facility and the Reservation.

3. The Tribe agrees to cooperate with State and local law enforcement on the investigation and prosecution of any Gaming Crime at the Highway 26 Facility. The Tribe and the State agree to cooperate in establishing a state-wide system to identify and monitor persons excluded from the Highway 26 Facility or from any other tribal gaming facility in this State.

**B.** Except as provided in the memorandum of understanding executed in accordance with the foregoing Section 5(A)(2), law enforcement officers of the State of Oregon, or officers of the State of Oregon, or officers designated by the State, shall have free access to anywhere within the Highway 26 Facility for the purpose of maintaining public order and public safety, conducting investigations related to possible criminal activity and enforcing applicable laws of the State with respect to non-Indians. Any law enforcement activities undertaken by law enforcement officers of

**B. Procedure for Resolving Disputes Concerning Operational Decisions.**

1. If the State, in good faith, believes that any decision by the Tribal Gaming Commission or management of the Tribal Gaming Operation relating to the employment or licensing of any employee, to the awarding of any contract, or to the Tribal Gaming Operation is inconsistent with the principles set forth in Section 6(A), or any other requirement of this Section 6, the State may give written notice to the Tribal Gaming Commission. The written notice shall describe the factual basis for the State's concern.

2. The parties shall meet and confer within fifteen (15) calendar days after the Tribal Gaming Commission receives the notice unless indicated otherwise in the State's notice. The State may request that the parties meet on an expedited basis, no earlier than five (5) calendar days after the Tribal Gaming Commission receives the notice.

3. If the State's concern is not resolved informally, either party may initiate non-binding arbitration within forty-five (45) calendar days after the service of the written notice to the other party.

a. An arbitrator shall be selected in the following manner:

(i) 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.

(ii) 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 of this Compact.

**5. Expedited Procedure.**

a. If the State, in good faith, believes that there is an immediate threat to the fairness, integrity, security and honesty of the Tribal Gaming Operations, and believes that substantial harm will result during the time that would pass if the

6. The provisions of this Section 6 shall provide the preferred method for resolving disputes as to the Tribe's decisions concerning hiring under Section 7 and contracting under Section 8, and disputes concerning the Tribal Gaming Operation.

## **SECTION 7. LICENSING.**

### **A. Licensing of Gaming Employees.**

1. All High Security Employees and Low Security Employees employed in the Highway 26 Facility shall be licensed by the Tribal Gaming Commission in accordance with the provisions of this Compact.

2. All prospective employees -- whether High Security Employees or Low Security Employees -- shall provide to the Tribal Gaming Commission any required application fees and full and complete information, on forms jointly developed and approved by the Tribal Gaming Commission and the Oregon State Police, including but not limited to:

- 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 or state-issued or tribal-issued identification card;
- g. All licenses issued and disciplinary actions taken by any State agency or local or federal agency or tribal gaming agency;
- h. All criminal proceedings, except for minor traffic offenses, to which the applicant has been a party;
- i. A current photograph; and
- j. Any other information required by the Tribal Gaming Commission or OSP.

3. In addition to the requirements of Section 7(A)(2), prospective Low Security Employees and High Security Employees shall provide two sets of fingerprints.

prospective High Security Employee and shall forward the application information to OSP for these prospective employees. Upon such request, OSP may conduct the background investigation.

**b. Reporting**

The party conducting the Background Investigation shall provide a written report to the other party within a reasonable period of time, but in no event later than sixty (60) calendar days following receipt of a completed application without notice to the other party. The party providing the written report shall include in the report the applicant information required under Section 7(A)(2), above, the investigative report, criminal history report, credit report, one photograph, available relevant tribal court records, and any other information the reporting party deems relevant.

**5. Denial of Tribal Gaming License**

**a.** Except as provided in Section 7(A)(6), the Tribal Gaming Commission shall deny a Tribal Gaming License to any High Security Employee or Primary Management Official who:

(i) 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 the Oregon State Police 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 a preponderance of the evidence.

(ii) 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 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 the Oregon State Police 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 a preponderance of the evidence.

the Tribal Gaming Commission or OSP determine that the misstatement or falsification was not intentional.

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

(i) Whether the applicant has been convicted of any crime (other than a crime listed in Section 7(A)(5)(a)) in any jurisdiction; or

(ii) Whether the applicant has associated with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, fairness, integrity, security, honesty or reputation of the Tribal Gaming Operation; or

(iii) Whether there is any aspect of the applicant's past conduct that the Tribal Gaming Commission determines would adversely affect the fairness, integrity, security or honesty of Tribal Gaming Operation.

d. The Tribal Gaming Commission shall deny a Tribal Gaming License to any prospective Low Security Employee who is disqualified according to the criteria set forth in Section 7(A)(5)(a)(i) or (ii). The Tribal Gaming Commission may deny a Tribal Gaming License to any Low Security Employee applicant who is disqualified according to the criteria set forth in the remainder of this Section 7(A)(5). Decisions to grant or deny a Tribal Gaming License shall be consistent with the principles set forth in Section 6.

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

f. Denial of a Tribal Gaming License by the Tribal Gaming Commission is final.

g. No High Security Employee may receive a Tribal Gaming License from the Tribal Gaming Commission until all Background Investigations required under Section 7(A)(4) are completed, except as otherwise provided in Section 7(A)(8).

h. Subsections a through g of this Section 7(A)(5) do not apply to Tribal Gaming Licenses issued before the effective date of the Kah-Nee-Ta Compact, nor do those subsections apply to renewals of those Tribal Gaming Licenses as

any treatment program for this dependency and the applicant's progress in recovery from this dependency;

(ix) Whether the Tribe's goal of providing employment for tribal members and their spouses is advanced because the applicant is an enrolled member of the Tribe, is married to an enrolled member of the Tribe, or is an enrolled member of another Indian tribe; or

(x) Whether the Tribal Gaming Commission has personal knowledge of the applicant's character.

d. The Oregon State Police may agree to a waiver subject to conditions imposed by the Tribal Gaming Commission, such as a probationary period, restrictions on duties, or specific kinds of supervision.

**7. Background Investigation During Employment.**

a. The Tribal Gaming Commission may conduct additional Background Investigations of any High Security Employee or Low Security Employee at any time during the term of employment to determine continued eligibility for a Tribal Gaming License. If, after investigation, the Tribal Gaming Commission determines there is cause for revocation of the Tribal Gaming License of any High Security Employee or Low Security Employee under the criteria established in Section 7(A)(5), the Tribal Gaming Commission shall revoke the Tribal Gaming License and shall provide a report of the investigation and revocation to OSP.

b. OSP may conduct additional Background Investigations of any High Security Employee or Low Security Employee at any time during the term of employment. OSP will notify the Tribal Gaming Commission of the investigation and the reason for it, unless OSP determines that to do so would hinder an ongoing investigation, or would be detrimental to the fairness, integrity, security or honesty of the Tribal Gaming Operation, or would be otherwise contrary to law. If, after investigation, the Oregon State Police determine there is cause for the revocation of the Tribal Gaming License of any employee under the criteria established in Section 7(A)(5), 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 if the report establishes the existence of any criterion for revocation that is set forth in Section 7(A)(5), the Tribal Gaming License shall be revoked.

Gaming Commission on a form jointly developed and approved by the Tribal Gaming Commission and the Oregon State Police. The applicant will not be required to resubmit historical data already provided. The Tribal Gaming Commission may perform a new Background Investigation for any employee whose Tribal Gaming License is requested to be or has been renewed.

**10. Revocation of Tribal Gaming License.** The Tribal Gaming Commission may revoke the Tribal Gaming License of any employee pursuant to policies determined by the Tribal Gaming Commission. Upon determination that an employee is disqualified according to the criteria described in Section 7(A)(5) above, the Tribal Gaming Commission shall:

- a. Immediately revoke the employee's Tribal Gaming License and require the Tribal Gaming Operation to immediately terminate employment; or
- b. Waive revocation if OSP and the Tribal Gaming Commission immediately agree that a waiver pursuant to Section 7(A)(6) is appropriate; or
- c. Suspend the employee's Tribal Gaming License and require the Tribal Gaming Operation to immediately suspend employment pending a determination as to whether OSP and the Tribal Gaming Commission agree to a waiver pursuant to Section 7(A)(6).

**11.** The Tribal Gaming Operation shall maintain a procedural manual or manuals that includes rules and regulations relating to gaming activities and provides that breach of these procedures, rules or regulations may result in sanctions.

**12.** The Tribal Gaming Commission agrees to provide to the Oregon State Police, on a monthly basis, a list of all current employees of the Highway 26 Facility which indicates the position held and whether each employee listed is licensed as a High Security Employee or Low Security Employee, if applicable. This list shall include information about termination of any employee, and any suspension, revocation or renewal of an employee's Tribal Gaming License.

## **SECTION 8. CLASS III GAMING CONTRACTS**

### **A. Major Procurements.**

**1.** The Tribe agrees not to consummate any new Class III Gaming Contract or renew any existing Class III Gaming Contract for a Major Procurement unless it is in writing. Subject to the provisions of Section 8(A)(3), the Tribe also agrees not to consummate any contract until the Tribal Gaming Commission has submitted to OSP a letter of intent to do business with the proposed Class III Gaming Contractor for a Major Procurement, a Background Investigation has been completed by the Oregon State Police, and OSP has determined that the proposed Class III Gaming Contractor meets the criteria for licensing

2. Before consummation of a Class III Gaming Contract for a Sensitive Procurement, the Tribal Gaming Commission shall submit a letter of intent to do business with the proposed Class III Gaming Contractor for a Sensitive Procurement, or a confirming memorandum from the Tribal Gaming Commission representing that an oral Class III Gaming Contract is proposed, to the Oregon State Police. Each letter of intent and confirming memorandum shall specifically identify the proposed Class III Gaming Contractor and shall contain a description of the nature of goods or services to be obtained under the proposed Class III Gaming Contract. Whether entering into a written contract or obtaining any Major Procurement or Sensitive Procurement items from a supplier, the Tribe and the supplier must acknowledge the authority of the State to suspend or prohibit the shipment of Class III Gaming supplies or equipment pursuant to the provisions of Section 11(F).

3. If Oregon State Police considers it necessary, Oregon State Police shall conduct a Background Investigation on the proposed Class III Gaming Contractor for a Sensitive Procurement if the proposed Class III Gaming Contractor is not already an approved Class III Gaming Contractor in Oregon, and Oregon State Police shall provide a written report to the Tribal Gaming Commission if a Background Investigation is performed. The time for completion and notification of results of such Background Investigations shall not exceed sixty (60) calendar days after the Oregon State Police receives from the proposed Class III Gaming Contractor both the Oregon State Police's fee for the Background Investigation under Section (8)(J), and full disclosure of all information requested by the Tribal Gaming Commission and the Oregon State Police under this Section. This sixty (60) day period may be extended by written notice to and consent of the Tribe, which consent shall not be unreasonably withheld. If the Tribal Gaming Commission requests, the Oregon State Police agrees to make its best efforts to complete a Background Investigation within less than sixty (60) calendar days. If the Class III Gaming Contractor is disqualified according to the criteria described in Section 8(E), the Class III Gaming Contract shall be terminated, and the Tribe agrees to discontinue doing business with the Class III Gaming Contractor so long as the contractor fails to meet the criteria for Class III Gaming Contract approval.

4. If the Tribe reasonably believed at the time a Class III Gaming Contract was made that the procurement action was a Sensitive Procurement, and if thereafter the Tribe determines that the procurement is a Major Procurement, then the Tribe shall immediately notify OSP of the nature, scope and anticipated duration of the procurement action. If Oregon State Police did not initially conduct a Background Investigation on the Class III Gaming Contractor for the Sensitive Procurement, the Oregon State Police may proceed with a Background Investigation in accordance with Section 8(B)(3), and if the Class III Gaming Contractor is disqualified according to the criteria described in Section 8(E), OSP shall notify the Tribal Gaming Commission, the Class III Gaming Contract shall be terminated, and the Tribe agrees to discontinue doing business with the Class III Gaming Contractor so long as the Class III Gaming Contractor fails to meet the criteria for Class III Gaming Contract approval.

more than twenty years preceding the date of the proposed Class III Gaming contract, the Tribal Gaming Commission may in its discretion determine whether to deny the license on the basis of the conviction;

d. Aa civil judgment entered within the ten year period preceding the date of the proposed Class III Gaming Contract 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 would constitute a felony other than a traffic offense;

e. A failure by the Class III Gaming Contractor to disclose any material fact to the Oregon State Police or the Tribal Gaming Commission or their authorized agents during initial or subsequent Background Investigations, unless the Oregon State Police determines that the failure to disclose was not intentional;

f. A misstatement or untrue statement of material fact made by the Class III Gaming Contractor to the Oregon State Police or the Tribal Gaming Commission or their authorized agents during initial or subsequent Background Investigations as determined by the Tribal Gaming Commission or the Oregon State Police, unless the Oregon State Police determines that the misstatement or untrue statement of material fact was not intentional;

g. An association of the Class III Gaming Contractor with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, fairness, integrity, security, honesty or reputation of the Highway 26 Facility;

h. Any aspect of the Class III Gaming Contractor's past conduct that the Tribal Gaming Commission or the Oregon State Police reasonably determines would adversely affect the fairness, integrity, security, or honesty of the Highway 26 Facility;

i. The Class III Gaming Contractor has engaged in a business transaction with a tribe that involved providing gaming devices for Class III Gaming conducted by a tribe without a tribal-state Class III Gaming compact in violation of IGRA; or

j. A prospective Class III Gaming Contractor fails to provide any information requested by the Tribal Gaming Commission or the Oregon State Police for the purpose of making any determination necessary under this Section 8.

2. The Tribal Gaming Commission may choose not to approve any Class III Gaming Contract for any reason the Commission deems sufficient.

3. The Tribal Gaming Commission, the Oregon State Police, or their agents reserve the right to examine Class III Gaming Contractor tax reports and filings and all records from which such tax reports and filings are compiled.

4. All Class III Gaming Contractors shall notify both the Tribal Gaming Commission and the Oregon State Police of the transfer of a Controlling Interest in the ownership of the Class III Gaming Contractor.

**H. Termination of Contract.**

1. No Class III Gaming Contract shall have a term longer than seven (7) years, other than contracts for traditional financing of capital.

2. A Class III Gaming Contract shall terminate immediately upon the occurrence of any of the following:

a. The Class III Gaming Contractor is discovered to have made any statement, representation, warranty, or certification in connection with the Class III Gaming Contract that is materially false, deceptive, incorrect, or incomplete;

b. The Class III Gaming Contractor, or any Owner or Key Employee of 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 out the Class III Gaming Contract unless OSP and the Tribal Gaming Commission agree that the relationship between the Class III Gaming Contractor and the convicted or liable person has been severed as provided in Section 8(E); or

c. The Class III Gaming Contractor jeopardizes the fairness, integrity, security or honesty of the Highway 26 Facility.

I. The Tribe shall include a provision in each Class III Gaming Contract providing that the Oregon State Police may at its sole election conduct an annual update Background Investigation of each Class III Gaming Contractor and that the Class III Gaming Contractor shall pay OSP for the costs associated with conducting that Background Investigation.

**J. Cost of Background Investigations for Class III Gaming Contractors.**

1. OSP shall be reimbursed its reasonable and necessary costs for performing Background Investigations as determined by OSP, including the costs associated with conducting update Background Investigations.

2. OSP shall assess the cost of Background Investigations for Class III Gaming Contract applications to the applicants, including the costs associated with conducting

laws, including but not limited to National Indian Gaming Commission regulations, Compact provisions (including the Minimum Internal Controls), the Tribal Gaming Ordinance, and Tribal Internal Controls, policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming. The Tribe and the State agree that the Minimum Internal Controls may be modified or supplemented in writing by mutual agreement of the Tribal Gaming Commission and the OSP. The Tribe and the State understand that such modifications or supplements do not require formal amendment of this Compact.

**B. Identification Badges.** The Tribe shall require all employees to wear, in plain view, identification badges issued by the Tribal Gaming Commission that include photo and name. This requirement shall not apply to those security or compliance personnel identified in a memorandum of understanding between the Tribe and the State.

**C. No Credit Extended.** All Class III Gaming shall be conducted on a cash basis. Except as provided herein, no person shall be extended credit for gaming nor shall the Tribe permit any person or organization to offer such credit for a fee. This restriction shall not apply to credits won by players who activate play on video games of chance after inserting coins or currency into the games. Cashing checks for purposes of Class III Gaming constitutes extending credit under this subsection except in the following circumstances:

1. When a check is used to facilitate electronic transfer of funds;
2. When availability of funds is verified; or
3. When the check has been issued by a Warm Springs tribal entity employer.

This Section 9(C) shall not restrict the right of the Tribe or any other person to offer check cashing or install and accept bank card or credit card transactions in the same manner as is permitted at any retail business in the State.

**D. Prohibition on Attendance and Play of Minors.** The Tribe shall not allow anyone under the age of 21 to play any Class III Gaming conducted under this Compact. If any person under the age of 21 plays and otherwise qualifies to win any video lottery prize or compensation, the Tribal Gaming Operation shall not pay the prize or compensation. The Tribe shall not allow any person under the age of 18 to play keno or place or collect pari-mutuel bets.

**E. Prohibition of Firearms.** With the exception of federal, state, local and tribal law enforcement agents or officers on official business, the Tribe will prohibit any person from possessing firearms within the Highway 26 Facility.

**F. Alcohol Policy.** No alcohol shall be served in the Highway 26 Facility unless authorized by the Tribe as permitted by federal law. Currently, the Tribe does not legally permit the sale or possession of distilled spirits within the Warm Springs Indian Reservation, except at Kah-Nee-Ta Lodge. If tribal law is changed to permit alcohol sales at other locations, the Tribe shall notify the

background requirements that are applicable to High Security Employees and Primary Management Officials outlined in Section 7(A) of this Compact.

2. The Tribal Gaming Commission shall have primary responsibility for the on-site regulation, control and security of the Tribal Gaming Operation authorized by this Compact, and for the enforcement of this Compact. The Tribal Gaming Commission's role shall include the promulgation and enforcement of rules and regulations that:

- a. Ensure compliance with all applicable federal, state and tribal laws, including but not limited to National Indian Gaming Commission regulations, Compact provisions (including the Minimum Internal Controls), the Tribal Gaming Ordinance, and Tribal Internal Controls, policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming;
- b. Ensure the physical safety of patrons in, and of personnel employed by, the establishment;
- c. Safeguard the assets transported to and from, and within, the Highway 26 Facility;
- d. Protect Highway 26 Facility patrons and property from illegal activity;
- e. Provide that, whenever a Gaming Crime is observed or suspected, best efforts will be made to gather as much identifying information regarding the suspect as possible, such as drivers' license number, photograph, description of the suspect's vehicle and vehicle license information and to then immediately notify OSP and other appropriate law enforcement agencies;
- f. Require, regardless of any other logs or records that may be maintained, the Tribal Gaming Commission to record any and all Violations within the Highway 26 Facility on computer printouts or in indelible ink in a bound notebook from which pages cannot be removed, and each side of each page of which is sequentially numbered, as follows:
  - (i) The assigned sequential number of the incident;
  - (ii) The date;
  - (iii) The time;
  - (iv) The nature of the incident;
  - (v) The person involved in the incident;
  - (vi) The employee assigned to conduct the investigation, if any; and

Tribal Gaming Ordinance, and Tribal Internal Controls, policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming. Personnel designated as surveillance operators shall not fulfill this function on behalf of the Tribal Gaming Commission. Any Violation 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 the Tribal Gaming Commission shall report such Violations to the Oregon State Police within seventy-two (72) hours of the time the Violation was noted.

b. The Tribal Gaming Commission may designate any individual or individuals, including Tribal Gaming Commissioners, to perform the inspection duties outlined in this Section 10(A)(3), so long as those individuals perform those duties independently of the management of the Tribal Gaming Operation, and are supervised and evaluated by the Commission as to the performance of those duties.

c. Inspections by the Tribal Gaming Commission shall include monitoring compliance with all applicable federal, state and tribal laws, including but not limited to National Indian Gaming Commission regulations, Compact provisions (including the Minimum Internal Controls), the Tribal Gaming Ordinance, Tribal Internal Controls, and policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming. These inspection duties of the Tribal Gaming Commission include but are not limited to:

(i) Observation of the following (at least monthly or more frequently as determined by the Tribal Gaming Commission):

- (1) Sensitive gaming inventories;
- (2) VLT or table game drop;
- (3) Soft count;
- (4) Security and surveillance logs;
- (5) Movement of cash within, into and out of the Highway 26 Facility;
- (6) Surveillance procedures;
- (7) Security procedures;
- (8) Games controls; and

Operation is conducted in compliance with the provisions of this Compact and to verify 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 Highway 26 Facility during normal operating hours without giving prior notice to the Tribal Gaming Commission except for those areas that are mutually agreed to in writing by OSP and the Tribal Gaming Commission as being excluded. At the Tribe's option, it may designate a Tribal Gaming Agent or other Tribal law enforcement official to accompany the OSP official monitoring the Tribal Gaming Operation. Such designation by the Tribe shall not delay, inhibit, or deprive OSP of such access. The Tribe agrees that the OSP monitoring function includes, at a minimum, the activities identified in this Compact and any amendments and 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 11 of this Compact. In addition to OSP's regular monitoring functions, the Tribe agrees that OSP may conduct the following activities, the cost of which shall also be assessed to the Tribe as provided in Section 11.

- 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 all applicable federal, state and tribal laws, including but not limited to National Indian Gaming Commission regulations, Compact provisions (including Minimum Internal Controls), the Tribal Gaming Ordinance, and Tribal Internal Controls, policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming. This review shall include, at a minimum, a review in the following areas: administrative controls (Tribal 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, Class III 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 Tribal Gaming Operation in order to verify compliance with all applicable federal, state and tribal laws, including but not limited to National Indian Gaming Commission regulations, Compact provisions (including Minimum Internal Controls), the Tribal Gaming Ordinance, and Tribal Internal Controls, policies and procedures that are applicable to the Tribal Gaming Operation and Class III Gaming;
- c.** Investigation of possible Violations and other gaming regulatory matters, whether discovered during the action, review, or inspection by OSP during its monitoring activities, or otherwise;

days of obtaining the copies. The OSP shall be entitled to retain copies of the following: the Tribal Gaming Commission investigative report, a photograph of the applicant, and information release forms.

a. The Tribe acknowledges that any records created by or maintained by the State, including any records created or maintained in connection with the performance of the State's duties and functions under this Compact, belong to the State and are fully subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Any information concerning the Tribal Gaming Operation that is contained in state records may be subject to disclosure under ORS 192.410 to 192.505, unless the State would be permitted to withhold that information from disclosure under ORS 192.410 to 192.505. Examples of the kind of information that may be withheld from disclosure by the State under appropriate circumstances include:

(i) "Trade secrets" as defined in ORS 192.501(2);

(ii) Investigatory information compiled for criminal law purposes as described in ORS 192.501(3);

(iii) Information submitted in confidence, as provided in ORS 192.502(4), which could include, for example, information contained in state records which would reveal information about the operation of any Class III game or which would reveal information about the workings of the Tribal Gaming Operation that could reasonably assist a person in the conduct of activity that could adversely affect the fairness, integrity, security or honesty of the Class III Gaming activities;

(iv) Operational plans in connection with an anticipated threat to individual or public safety as described in ORS 192.501(18);

(v) Records that would allow a person to gain unauthorized access to buildings or other property; identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, services; or disrupt, interfere with or gain unauthorized access to public funds or to information processing, communication or telecommunication systems, including the information contained in the systems, that are used or operated by a public body as provided in ORS 192.501(22);

(vi) Records that would reveal information relating to security measures, as described in ORS 192.501(23); or

(vii) Any information the disclosure of which is specifically prohibited by state or federal law.

calendar days and every thirty (30) calendar days thereafter in writing as to the status of the investigation, why the matter is taking longer than forty-five (45) calendar days, and the anticipated completion date of the investigation.

## **SECTION 11. ASSESSMENT FOR STATE MONITORING, OVERSIGHT AND LAW ENFORCEMENT COSTS**

**A.** The Tribe agrees that the federally-recognized tribes in Oregon that conduct Class III Gaming (“Gaming Tribes”) have the collective responsibility to pay for the costs of performance by OSP of its activities authorized under this Compact, including associated overhead (“OSP’s Costs”). The Tribe agrees to pay its fair share of OSP’s Costs pursuant to the memorandum of understanding entered between the Tribe and OSP in accordance with subsection D of this Section.

**B.** During the development of its biennial budget, OSP shall distribute a draft of the “Tribal Gaming” portion of the budget to the Gaming Tribes for their review and comment prior to submitting the budget to the Governor and to the Legislature. OSP shall give full consideration to Gaming Tribes’ comments on the budget. Notwithstanding the right of the Gaming Tribes to comment on the budget, each Gaming Tribe retains the right to participate in any public review of the budget by either the Governor or the Legislature, as well as review before the Emergency Board for any increase in the budget.

**C.** Because of the government-to-government relationship between the Tribe and the State, the parties recognize that the Tribe’s obligation to pay its fair share of OSP’s Costs as provided by this Compact is unique. Nothing in this Compact is intended to, nor shall be construed as, creating a responsibility for the Tribe to pay for any other governmental services rendered by or received from the State.

**D.** The Tribe and OSP shall execute a memorandum of understanding that includes the methodology for determining the amount of the Tribe’s fair share of OSP Costs and the process for, including timing of, the Tribe’s payments of its fair share of OSP Costs. This memorandum of understanding will be a separate agreement between the Tribe and OSP, the amendment of which does not require an amendment to this Compact.

**E.** If the Tribe disputes the amount of the assessment under this Section 11, the Tribe shall timely pay the undisputed amount and within thirty (30) calendar days of billing, shall notify OSP in writing of the specific nature of the dispute. If the parties have not resolved the dispute within fifteen (15) calendar 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 the Oregon State Police. The parties shall share the reasonable costs of the escrow. The State’s share of the reasonable costs of the escrow must be paid from a source of funds other than the funds of the OSP Tribal Gaming Section. The

procedure established under Section 6 of this Compact.

C. 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.

### **SECTION 13. EFFECTIVE DATE; TERMINATION; AMENDMENTS.**

#### **A. Effective Date.**

This Compact shall become effective upon execution by the State and 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 Gaming authorized by this Compact is 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;
5. Either party materially breaches this Compact; but only after the dispute resolution process set forth in Section 17 of this Compact has been exhausted, and the breach has continued for a period of sixty (60) calendar days after written notice following the conclusion of the dispute resolution process;
6. In keeping with the parties' agreement at sections 4(C) of this Compact to maintain the state's policy of one casino per tribe, this Compact shall terminate in the event a replacement Compact takes effect and Class III Gaming commences at another location.

#### **D. Automatic Amendment.**

1. If a type of Class III Gaming authorized under Section 4 of this Compact 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.

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 rights to any third party, or as establishing any objection or defense for any third party to any charge, offense or prosecution.

## **SECTION 15. NOTICE.**

**A. Notice and Receipt of Notice.** Except as otherwise expressly provided in this Compact or agreed in writing by the parties, any communications between the parties or notices to be given under this Compact shall be given in writing and delivered by facsimile, personal delivery, or mailing the same, postage prepaid, to Tribe or State at the address, number set forth in this Article, or to such other addresses or numbers as either party may indicate pursuant this Section 15. Any communication or notice so addressed and mailed shall be deemed received three (3) Business Days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date the transmitting machine generates a notice of the successful transmission, if transmission was during normal business hours, or on the next Business Day, if transmission was outside the Business Day. Any communication or notice delivered by personal delivery shall be deemed received when actually delivered. The parties may agree in writing to a process for sending and determining receipt of notices by electronic mail or by any other means.

### **B. Notice Addresses and Numbers.**

1. All notices required or authorized to be delivered to the Oregon State Police under this Compact shall be in writing and delivered to the following:

Major  
Oregon State Police  
Gaming Enforcement Division  
400 Public Service Building  
Salem, Oregon 97301

FAX: 503-378-6878

2. All notices required or authorized to be delivered to the Tribal Gaming Commission under this Compact shall be delivered to the individual, address and fax number provided to the State in writing by the Tribe.

3. All other notices required or authorized to be delivered under this Compact, and all notices to the Tribal Gaming Commission for which the State does not have the information required under Section 2 of this Article, shall be delivered to the following:

**c. Sovereign Immunity.**

(i) **State Waiver of Sovereign Immunity.** The Oregon legislature has waived the State's sovereign immunity to suit in state court pursuant to ORS 30.320.

(ii) **Tribal Waiver of Sovereign Immunity.** THIS WAIVER OF THE SOVEREIGN IMMUNITY OF THE TRIBES FROM SUIT OR ACTION IS ADOPTED PURSUANT TO THE TERMS OF WARM SPRINGS TRIBAL CODE CHAPTER 30 AND SHALL BE STRICTLY CONSTRUED AND LIMITED TO ITS SPECIFIC TERMS AND THE SPECIFIC WAIVER GRANTED. The Tribe hereby waives its immunity to suit in state court for the limited purpose of enforcing this Compact according to the terms of this Section 17.

B. Nothing in Section 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 or enforce and prosecute the gambling laws of the State and the United States pursuant to 18 USC § 1166 (Section 23 of IGRA).

**SECTION 18. INTEGRATION.**

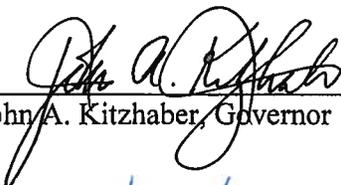
This Compact, all memoranda of understanding between the parties that are required or referenced under this Compact and in effect on the effective date of this Compact, and the Kah Nee Ta Compact as long as it remains in effect, constitute the entire agreement between the

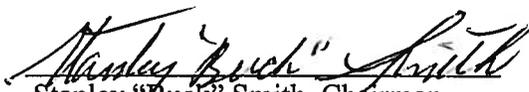
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parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, not specified or referenced herein regarding this Compact or the subject matter hereof.

STATE OF OREGON

CONFEDERATED TRIBES OF THE  
WARM SPRINGS RESERVATION  
OF OREGON

  
\_\_\_\_\_  
John A. Kitzhaber, Governor

  
\_\_\_\_\_  
Stanley "Buck" Smith, Chairman  
Warm Springs Tribal Council

Date: 8/26/2011

Date: 8-17-2011

APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
Stephanie L. Striffler  
Senior Assistant Attorney General

Date: \_\_\_\_\_

APPROVED BY THE ASSISTANT SECRETARY OF INDIAN AFFAIRS

  
\_\_\_\_\_

Date: OCT 14 2011