TITLE 7 – ENROLLMENT, COMMITTEES, ELECTIONS AND REFERENDUMS

CHAPTER 7-8 GAMING FACILITY OPERATIONAL REVIEW BOARD

7-8-1 Purpose

The purpose of this Code is to establish a Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (Tribes) Gaming Facility Operational Review Board (Board) for purposes of overseeing the operations of the Three Rivers Casino and Hotel.

7-8-2 Authority; Establishment

Article 1, Section 1 and Article VI, Section 2 of the Tribes' Constitution authorizes the Tribal Council to exercise executive authority. Tribal Council may establish boards or committees to assist the Tribal Council in carrying out its responsibilities to provide quality services to the tribal membership and to develop, maintain and protect the assets and interests of the Tribes. The Tribal Council hereby exercises this authority and establishes a Gaming Facility Operational Review Board.

7-8-3 Definitions

For purposes of this Chapter, the following terms shall have the following meanings:

(a) "Class II Gaming" shall have that meaning set forth in the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq*.

(b) "Class III Gaming" shall have that meaning set forth in the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq*.

(c) "Chief Financial Officer" means the Chief Financial Officer, Director of Finance, or equivalent position, regardless of title or job duties.

(d) "CTCLUSI" means the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians.

(e) "CTCLUSI Gaming Commission" means the Gaming Commission established pursuant to Chapter 5-2 of the CTCLUSI Tribal Code.

(f) "Executive Gaming Management" means, collectively, at least two (2) individuals who (a) have the customary authority and responsibilities associated with the positions of chief executive officer and chief financial officer, (b) have held a

DRAFT

comparable position for at least thirty-six (36) months in one or more casinos located in the United States that are substantially the same as or exceed in size of gaming floor and amenities those of the Gaming Facility, and (c) are licensed, qualified and found suitable by all appropriate Gaming Agencies.

(g) "Gaming Agencies" means the NIGC and the CTCLUSI Gaming Commission.

(h) "Gaming Assets" means (a) all real and personal property associated with the Gaming Business in which the Tribe has any right, title or interest, and (b) to the extent not included in (a), (i) all assets of the Tribe or any affiliate of the Tribe used in a Gaming Business, (ii) all cash, cash equivalents, receivables and other assets generated by the businesses or assets referred to in clauses (a) and (b)(i), and (iii) all proceeds, incomes and profits from any of the assets referred to in clauses (a) and (b) of this definition.

(i) "Gaming Business" shall mean, collectively, (a) any Class II Gaming or Class III Gaming conducted by or on behalf of the Tribe or any affiliate of the Tribe, and (b) except to the extent leased by the Tribe to a person that is not an affiliate of the Tribe, (i) all dining, food service and preparation, recreation, retail, entertainment, lodging, hospitality, transportation, or other trade, business or commercial activities, or non-gaming amenities conducted at the Gaming Facilities (but, for the avoidance of doubt, excluding any businesses located in a building or structure that is detached from the Gaming Facilities and that do not conduct, gaming entertainment, lodging or hospitality activities), and (ii) all dining, food service and preparation, recreation, retail, entertainment, lodging, hospitality, transportation, or other trade, business or commercial activities conducted at any hotel located at the Gaming Facility.

(j) "Gaming Facility" means the Three Rivers Casino and Resort Florence and the Three Rivers Casino Coos Bay

(k) "National Indian Gaming Commission" or "NIGC" means the National Indian Gaming Commission as established by the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq*.

(l) "Three Rivers Casino and Resort – Florence" means, collectively, the casino and hotel properties and related retail, dining, parking, and entertainment facilities commonly known as the "Three Rivers Casino Florence" owned or operated by the Tribe or any affiliate of the Tribe, and any replacements, additions or improvements thereof, located on lands held in trust by the United States of America for the benefit of the Tribe in Lane County, Oregon (including any future improvements or expansions thereof).

DRAFT

(m) "Three Rivers Casino Resort - Coos Bay" means the Class II Gaming facility (and any related retail, dining, parking and entertainment facilities) commonly known as the "Three Rivers Casino Coos Bay" owned or operated by the Tribe or any affiliate of the Tribe, and any replacements, additions, or improvements thereof, located on lands held in trust by the United States of America for the benefit of the Tribe in Coos County, Oregon (including any future improvements or expansions thereof).

7-8-4 Membership

(a) The Board shall consist of a minimum of five (5) members with relevant experience and skills as determined by the sole discretion of the Tribal Council. Membership shall be as follows:

(1) One (1) member of Tribal Council, who shall serve as a liaison to the Tribal Council and who shall report to Tribal Council each month;

(2) At least two members shall have Executive Gaming Management experience at Gaming Facilities that are not owned by the Tribes or substantially equivalent experience as determined by Tribal Council, such experience could include finance, law, and/or human resources; and

(3) Two at large positions, at least one of which shall be an enrolled member of the Tribe, who shall have pertinent experience as determined by the Tribal Council, which could include experience in finance, law, and/or human resources.

(b) Board Members shall obtain high security gaming licenses from the Gaming Commission prior to being seated on the Board.

(c) Current Tribal Council members, except for the one position described above, and current employees and contractors of the Three Rivers Casino Resort – Florence, the Three Rivers Casino Resort - Coos Bay, and the CTCLUSI Gaming Commission shall not be eligible to serve on the Board.

(d) Any member of the Tribal Council may attend a Board meeting, ask questions, and participate in an executive session, except for personnel matters, unless a conflict of interest exists, but does not have voting authority as part of the Board.

7-8-5 Appointments and Oath of Office

The Tribal Council shall appoint the members of the Board. Members of the Board are required to take and file an oath of office at the first regular Tribal Council meeting following their appointment, administered by the Tribal Chief or Tribal Chairman or designee.

DRAFT

7-8-6 Terms of Office

The Board position terms shall be staggered as follows:

(a) Position 1 shall be filled by a member of the Tribal Council, who will serve until their term ends on Tribal Council.

(b) The first vacancy to be filled after December 15, 2019 shall be entitled Position 2. The first person to fill this vacancy after December 15, 2019 shall serve one three year term, all subsequent Position 2 terms shall be four years.

(c) The second vacancy to be filled after December 15, 2019 shall be entitled Position 3. The first person to fill this vacancy after December 15, 2019 shall serve one four year term, all subsequent Position 3 terms shall be four years.

(d) The third vacancy to be filled after December 15, 2019 shall be entitled Position 4. The first person to fill this vacancy after December 15, 2019 shall serve one three year term, all subsequent Position 4 terms shall be four years.

(e) The fourth vacancy to be filled after December 15, 2019 shall be entitled Position 5. The first person to fill this vacancy after December 15, 2019 shall serve one four year term, all subsequent Position 5 terms shall be four years.

(f) Board Members serving in positions 2, 3, 4 and 5 may serve an additional six months, or longer, beyond their term, if necessary to prevent a vacancy on the Board.

7-8-7 Duties

The Gaming Facility Operational Review Board shall:

(a) Maintain oversight and protection of the Gaming Business and Gaming Assets.

(b) Supervise the Chief Executive Officer for the Tribe's Gaming Facilities and make decisions regarding the hiring, promotion, termination and salary adjustments of the Chief Executive Officer and the Chief Financial Officer for the Gaming Facility. In making decisions, each member of the Board shall have one vote. A majority of the Board votes shall decide the matter, provided that votes are cast by a quorum of the Board. Once adopted by the Board, the decision shall be brought to the Tribal Council, which will then review and approve or deny the decision of the Board.

(c) Review and approve the annual budget for the Tribe's Gaming Facilities no later than November 31st of each year. A preliminary draft of the annual budget shall be provided to the Tribe's Chief Executive Officer by October 15th of each year. The annual budget shall enumerate the necessary costs of the Gaming Facilities'

DRAFT

operation, maintenance, administration, personnel, specific capital improvement projects (including expansion and replacement projects), the expected distribution of gaming revenue to the Tribe, and an operational reserve. A majority of the Board votes shall approve the budget, provided that votes are cast by a quorum of the Board. Once adopted by the Board, the budget shall be brought to the Tribal Council, which will then review and approve or deny the decision of the Board.

(d) Authorize the execution of contracts for budgeted capital purchases for goods for the Tribe's Gaming Facilities that are in excess of $25,000.00 per annum, but less than $300,000.00 per annum, in the approved annual budget, and which do not include a waiver of sovereign immunity or arbitration provisions. Transactions shall not be segregated to avoid authorization requirement.

(e) Authorize the execution of contracts for services provided to the Tribe's Gaming Facilities that are in excess of $25,000.00 per annum, but less than $300,000.00 per annum, in the approved annual budget, and which do not include a waiver of sovereign immunity or arbitration provisions. Transactions shall not be segregated to avoid authorization requirements.

(f) Provide financial information to the Tribal Governmental Chief Financial Officer upon Request.

(g) Directly or through the Chief Executive Officer provide a monthly written report to the Tribal Council which shall include the following: (1) financial statements for the prior month, including cash balances and outstanding obligations; (2) ~~all purchases in excess of $5,000 for prior month; (3)~~updated player's data and associated metrics; (3) amount of unallocated revenues and opportunities for distribution to the Tribe; and (4) such other information as the Tribal Council may request.

7-8-8 Chief Financial Officer

The Chief Executive Officer shall not limit the ability of the Chief Financial Officer to provide information directly to the Board and/or the Tribal Council or otherwise interfere in the ability of the Chief Financial Officer to conduct their work duties independently and impartially.

7-8-9 Appointment of Chairperson, Vice-Chair and Board Staff Duties

(a) The Board shall elect a Chairperson and Vice-Chair annually.

(b) The Chairperson shall:

(1) Issue notice of meetings;
(2) In consultation with the Chief Executive Officer and the Chief Financial Officer, prepare proposed agendas for all meetings;
(3) Preside at all meetings;

DRAFT

(4) Ensure that minutes of all meeting are kept; and
(5) Make quarterly reports to the Tribal Council.

(c) The Vice-Chair shall assist the Chairperson in the performance of any duties and carry out the duties of the Chairperson in his or her absence.

(d) A staff person for clerical support shall be designated by the Chief Executive Officer of the Tribal Government to assist the Chairperson and Board and to ensure archival of all meeting records within the Tribal Government records retention software.

7-8-10 Meetings

The Board shall meet no less frequently than once per month and may establish a more frequent meeting schedule as required by business needs, including meetings for the purpose of review and approval of annual budget for the Tribe's Gaming Facilities.

(a) All regular meetings require three (3) days' written notice. Notice shall be delivered to each Board member by mail, facsimile or e-mail as established by the Board. Notice shall include the date, time, place and an agenda for the meeting.

(b) Meetings shall generally be closed, except to members of the Tribal Council, however, the Board by a consensus vote may invite guests to attend meetings as necessary to conduct business and may also by consensus vote invite members of the General Council to attend meetings or portions of meetings that are intended to provide information about the Tribe's Gaming Business to the General Council.

(c) The Chief Executive Officer and the Chief Financial Officer for the Gaming Facilities shall attend meetings and will provide documentation to review as necessary, which shall be provided to the Board no less than five business days prior to meetings.

(d) The Director of the CTCLUSI Gaming Commission or designee shall be required to attend meetings and will advise the Board regarding regulatory matters and the regulatory impacts of matters before the Board as necessary.

(e) Special meetings may be called by any member of the Board when business must be done prior to the next regular meeting. No special meeting shall be held without twenty-four (24) hours' notice to each Board member unless waived in writing.

(f) The Board may recess at its discretion to discuss any matter in closed or executive session: Provided, that the general subject matter to be discussed in such closed or executive session is expressed in the motion calling for such session. All personnel matters and all matters relating to the internal activities of

DRAFT

Board members shall be discussed or decided only in closed session. A report of any decisions made related to such matters shall be included in the minutes.

(g) Upon a determination by the Board Chairperson that necessity exists requiring an immediate vote of the Board on a particular matter, the Board may conduct a vote by email. Board members shall generally have 24 hours to respond by email to the Chairperson, who will tally the results. The results of the email vote shall be reported to all members of the Board. Votes by email shall be ratified and recorded in the minutes of the next regular meeting.

7-8-11 Confidentiality

Board Members must agree to sign a confidentiality agreement that states that they understand and agree that as a Board member they must hold as confidential all information learned in the course of their board member status concerning the confidential business of the Tribes. Further, as a Board member, they understand that by signing the confidentiality agreement, they will not violate the confidentiality of any person(s) or provide confidential information or documents to anyone not authorized by the Tribes. If it has been determined that a Board member has violated this confidentiality agreement, that Board member will be removed as more fully stated below.

7-8-12 Removal of Board Members

(a) By two-thirds (2/3) majority vote, the Tribal Council may remove any Board member for the following reasons:

(1) Acting, or attempting to act, beyond the scope of their authority;

(2) Creating a disruptive atmosphere;

(3) Violation of their confidentiality agreement;

(4) Violating Tribal law;

(5) Lack of confidence; or

(6) For convenience.

(b) A Board member shall automatically be removed if, during their term, they are found guilty of or enter a plea of no contest or guilty to any felony or misdemeanor offense under federal, state, or Tribal law.

(c) A Board member shall automatically be removed if, during their term, they fail to maintain suitability for a high security gaming license.

(d) A Board member may only be removed by the Tribal Council for "lack of confidence" after: (1) written notice is provided to the Board member that details

DRAFT

the facts support the lack of confidence; (2) the Board member shall be provided, at least, 10 days to provide a written response to the notice; and (3) a written response is provided to the Board member that articulate the specific reasons for the loss of confidence should a vote approving removal occur.

7-8-13 Quorum

A majority of the Board members must be present, either in person or by telephonic or video participation to constitute a quorum. Board action is valid only by majority vote with a quorum present.

7-8-14 Personal Conflicts of Interest

(a) No Board member shall preside over or take part in any matter before the Board where a personal conflict of interest is present. When a Board member recognizes the existence of a conflict of interest, they shall inform the other Board members of the presence and nature of the conflict of interest, and thereafter they shall be recused from taking part in the matter.

(b) Board members shall not vote on matters directly involving an immediate family member but may discuss them and count toward a quorum. "Immediate family" means a parent (including adoptive), child, spouse or spousal equivalent, sibling, stepbrother, and stepsister.

~~No Board member may vote on any action directly involving a member of his or her immediate family> A Board member may take part in discussion and count toward a quaorum regarding action involving a member of his or her immediate family. Immediate family members include father, mother, adoptive mother, adoptive father, daughter, son, spouse , persin in a spousal relationship, brother, sister, stepbrother and stepsister.~~

7-8-15 Compensation

(a) Board members may be compensated for their services on the Board in an amount to be determined by Tribal Council by Resolution.

(b) Board members who are employees and contractors of the Tribes shall not be compensated in excess of their salary. Board members who are Tribal Council members shall not be entitled to compensation.

(c) Authorized travel shall be paid subject to the travel requirements specified by Tribal Policy.

7-8-16 Rules; Records

DRAFT

The Board may adopt rules for the transaction of its business, subject to Tribal laws, and shall keep a record of its agendas, transactions and findings, which shall be a public record unless otherwise deemed confidential and not subject to public disclosure under applicable law.

7-8-17 Severability

If a court of competent jurisdiction finds any provision of this Code to be invalid or illegal under applicable federal or Tribal law, such provision shall be severed from this Code and the remainder of this Code shall remain in full force and effect.

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APPENDIX A

LEGISLATIVE HISTORY AND EDITORIAL CHANGES

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GAMING FACILITY OPERATIONAL REVIEW BOARD

LEGISLATIVE HISTORY AND EDITORIAL CHANGES

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved first reading and 28 day comment period to Chapter 7-8 Gaming Facility Operational Review Board on November 09, 2025 for approval by Resolution – 25-200 Vote was 4 (for) 0 (against) and 2 (abstaining).

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved final amendments after Second Reading to Chapter 7-8 Gaming Facility Operational Review Board on October 9, 2022 for approval by Resolution – 22-139 Vote was 6 (for) 0 (against) and 1 (abstaining). Ordinance No. 078E adopted.

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved and amendments to Chapter 7-8 Gaming Facility Operational Review Board for approval and First Reading by Resolution – 22-110 on August 14, 2022. Vote was 6 (for) 0 (against) and 1 (abstaining).

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved and emergency amendment to Chapter 7-8 Gaming Facility Operational Review Board for approval by Resolution – 21 -148 on November 24, 2021. Vote was 6 (for) 0 (against) and 0 (abstaining). Ordinance No. 078D adopted.

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved amendments to Chapter 7-8 Gaming Facility Operational Review Board for final approval by Resolution – 20 -009 on January 29, 2020 . Vote was 7 (for) 0 (against) and 0 (abstaining). Ordinance No. 078C adopted.

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved amendments to Chapter 7-8 Gaming Facility Operational Review Board for First Reading by Resolution – 19 -116 on November 10, 2019. Vote was (7) (for) 0 (against) and 0 (abstaining).

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians enacted the Amended Gaming Facility Operational Review Board Ordinance in Resolution – 09-057 on June 14, 2009, Ordinance #078B. Vote was 5 (for), 0 (against),
and 2 (abstaining).

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians approved the Amended Gaming Facility Operational Review Board Ordinance in Resolution – 09-044 on April 12, 2009, Ordinance #078B. Vote was 7 (for), 0

DRAFT

(against),
and 0 (abstaining).

The Tribal Council of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians enacted the Amended Gaming Facility Operational Review Board Ordinance in Resolution -07-112 on October 14, 2007, Ordinance #078A. Amended was 7-8-3 to require licensing of board members and 7-8-7(d) reflecting the current management structure of the Three Rivers Casino. Vote was 7 (for), 0 (against) and 0 (abstaining).

DRAFT