

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE OF TRANSCRIPT**

*I, the undersigned Secretary of State of the State of Oklahoma, do hereby certify that the annexed transcript has been compared with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy of the:*

*STATE OF OKLAHOMA  
CHICKASAW NATION  
OFF-TRACK WAGERING COMPACT*

*Filed: July 27, 2000*



*In testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this*

*31st day of July, 2000.*

*Mike Hunter*

*Secretary of State*

*By:*

*Kathy J. J. J.*

**FILED**

**JUL 27 2000**

**OKLAHOMA SECRETARY  
OF STATE**

**STATE OF OKLAHOMA**

**CHICKASAW NATION**

**OFF-TRACK WAGERING COMPACT**

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# **TRIBAL STATE COMPACT**

**Between the**

**CHICKASAW NATION**

**and the**

**STATE OF OKLAHOMA**

This is a cooperative agreement made and entered into by and between the Chickasaw Nation herein after called "Nation," a federally-recognized Indian Nation, and the State of Oklahoma, "State," pursuant to the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. § 2701 et seq.

## **RECITALS**

WHEREAS, the Nation and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign, and WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §2701 et seq. hereinafter called "Act", which provides in part that a Compact may be negotiated between the Nation and the State to govern the conduct of certain Class III gaming activities on the Indian lands of the Nation; and WHEREAS, the State has no jurisdiction by its Constitution Article I, Section 3, over the Nation's Indian Country absent federal grant; and WHEREAS, the Nation exercises external borders of the authority over the Nation's Indian Country, which is located within the State which are "Indian lands" within the meaning of the Act, and within which the gaming activities regulated hereunder shall take place; and WHEREAS, the Nation and the State have negotiated the terms and conditions of this Compact in good faith so as to provide a regulatory framework for the operation of certain Class III gaming which is intended to (a) insure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to such gaming activities; and (c) protect the health, welfare and safety of the citizens of the Nation and the State; and WHEREAS, the parties hereto deem it to be in their respective best interest to enter into this Compact; NOW,

THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Nation and the State enter into the following Compact.

## **SECTION 1. TITLE**

The title of this document shall be referred to as the Chickasaw Nation Off-Track Wagering Compact.

## SECTION 2. DECLARATIONS

As a basis for this Compact, the Nation and the State have made the following declarations:

(A) A principal goal of federal Indian policy is to promote the Nation's economic development, the Nation's self-determination and a strong Nation's Government.

(B) The State recognizes the positive impact that gaming may provide to the Nation's citizens. The Nation will utilize revenues generated by gaming to fund programs that provide important governmental services to the Nation's citizens and to Indian Country residents. These programs include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development, and any other purpose authorized under the Act.

(C) The State further recognizes that the positive economic effects of such gaming may extend beyond the Nation's lands to the Nation's neighbors and surrounding communities. These economic benefits, which include increased tourism and related economic development activities, will generally benefit all of Oklahoma and help to foster mutual respect and understanding among Indian and non-Indians.

(D) The Nation and the State jointly wish to protect their citizens from any criminal involvement in the gaming activities regulated under this Compact.

(E) This Compact is intended to assure that gaming is conducted fairly and honestly by the Nation, its employees and the players.

(F) The Compact shall govern the licensing, regulation, and operation of Class III gaming conducted by the Nation on Nation's lands located within the State

(G) The act contemplates and grants authority for the entry of this Compact.

## SECTION 3. DURATION.

a. Effective Date. After execution by the parties hereto, and approval by the State-Tribal Relations Committee of the Oklahoma Legislature and the Chickasaw Nation Legislature, this Compact shall become effective when notice of approval by the Secretary of the United States Department of the Interior is published in the Federal Register as provided by the Act.

b. Term. This Compact shall have a three-year automatically-renewable term from the effective date. The term will automatically renew for successive three year

periods unless a party gives notice of intent to terminate before 180 days prior to expiration of the preceding term. However, the State may not terminate this Compact except for the reasons set forth herein in Section 3 c. (2), (3), (4) or (5) of this Compact.

c. Duration. Once effective, this Compact will remain in full force and effect until one of the following shall occur:

- (1) The term expires pursuant to a notice of an intent to terminate;
- (2) The Compact is terminated by mutual consent of the parties;
- (3) The Nation duly adopts an ordinance or resolution revoking authority to conduct Class III Gaming within Nation's Indian Country as provided by 25 U.S.C.A. § 2710(d)(2)(D);
- (4) The State abolishes pari-mutuel wagering.
- (5) Pursuant to a final, non-appealable judgment by a court of competent jurisdiction determining that:
  - (a) this Compact is invalid; or
  - (b) a party has committed a material breach that has not been timely cured or repeated violations as hereinafter set forth in Section 15 (c).

#### **SECTION 4. DEFINITIONS**

For the purposes of this Compact:

- a. Act means the Indian Gaming Regulatory Act, Pub. L. 100-497, Oct. 17, 1988, 102 Stat. 2467 codified at 25 U.S.C.A. § 2701 et seq. 18 U.S.C.A. §§ 1166 to 1168.
- b. Class III Gaming means all forms of gaming defined in 25 U.S.C.A. § 2703 (8).
- c. Commission means the National Indian Gaming Commission established pursuant to 25 U.S.C.A. § 2704.
- d. Compact means this document and any appendices attached hereto.

- e. **Federal Government means the United States of America.**
- f. **Gaming Employee means any natural person employed in the operation or management of the gaming operation, whether employed by or contracted to the Nation or by any person or enterprise providing on-site or off-site services to the Nation within or without the gaming facility.**
- g. **Gaming Facility means any room or rooms where off-track bets authorized by this Compact are placed.**
- h. **Gaming Operation means the gaming authorized by Nation within Nation's Indian Country by this Compact.**
- i. **Off-Track Betting means pari-mutuel betting on races into an interstate common pari-mutuel pool consisting of the pari-mutuel wagers placed at track(s), its intrastate betting locations, other jurisdictions, and the pari-mutuel wagers placed at the Nation Gaming Facilities authorized by this Compact.**
- j. **Chickasaw Nation Indian Country means any lands as defined by 18 U.S.C. § 1151, and/or 25 U.S.C. § 2703, (4)(A) and (4)(B) over which the Nation exercises jurisdiction.**
- k. **OSBI means the Oklahoma State Bureau of Investigation, the organization now tasked by Oklahoma law to monitor and oversee Compacts relating to Indian gaming [74 O.S.Supp. 1995, § 1223], or such other entity that the Oklahoma Legislature may hereafter designate by law to perform these or related tasks.**
- l. **OSF means the Oklahoma Office of State Finance.**
- m. **State means the State of Oklahoma, its authorized officials, agents, and representatives.**
- n. **Nation means the Chickasaw Nation, its authorized officials, agents and representatives.**
- o. **Pari-Mutuel System of Wagering means a form of wagering on the outcome of simulcast horse races in which those who wager, purchase tickets of various denominations on a horse or horses and all wagers for each race are pooled together and held by the gaming operation for distribution. The pari-mutuel system of wagering uses an electric**

totalizer or similar equipment which automatically registers the wagers made on each horse and prints and issues a ticket representing each wager.

- p. **Simulcast Horse Racing** means receiving and telecasting by telecommunication telecommunications horseracing contests for view by patrons at various facilities simultaneous with the happening of said racing event.
- q. **Chickasaw Gaming Commissioner** means the person appointed by the Nation to be responsible for regulatory oversight of the Nation's gaming.

### **SECTION 5. AUTHORIZED CLASS III GAMING**

The Nation may conduct off-track wagering consistent with this Compact, the Act and the standards of operation and management for pari-mutuel gaming described in Appendix A.

### **SECTION 6. LOCATION**

This Compact is site specific. All gaming addressed herein shall be conducted only at locations within the Indian Country of Nation described in Appendix B. The parties are aware that some of the locations are situated within 60 miles of an existing Oklahoma race track. The Nation agrees that it may not engage in simulcasting of horse races or accept off-track wagers at such locations unless it has the express written consent to do so from such race track. Nothing herein shall prohibit additional compacts for other sites within the Indian Country of Nation.

### **SECTION 7. SERVICE AGREEMENTS.**

The Nation will enter into a Pari-Mutuel and Racewire Service Agreement for the off-track wagering authorized by this Compact.

### **SECTION 8. CLAIMS.**

To protect third parties, the Nation has adopted a gaming ordinance consistent with 25 U.S.C.A. § 2710. A copy of this ordinance is attached hereto as Appendix C. Should the ordinance conflict with the terms of this Compact, the Compact will govern. This ordinance provides dispute resolution procedures that shall apply to tort and wagering claims unless change is required by federal law:

- a. **Procedure.** In the event of an alleged personal injury or property damage

suffered by a patron of the Gaming Facility, or in the event of a dispute between a patron and the Gaming Facility regarding the payment of bet or distribution of winnings, the patron may make a claim against the Gaming Facility as follows:

(1) **Making Claim.** Any patron having a claim against the gaming facility shall present a claim for any appropriate relief including the award of money damages. Claims against the gaming enterprise are to be presented within ninety (90) days of the date the loss occurs. In the event a claim is not presented following ninety (90) days after the loss occurs, but within one (1) year after the loss occurs, any judgment in a lawsuit arising from the act which is the subject of the claim shall be reduced by ten (10) percent. A claim against the gaming enterprise shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs. A claim against the gaming facility shall be in writing and filed with the Chickasaw Gaming Commissioner at the address of the gaming facility. Notices explaining this procedure shall be posted in the gaming facility. Such notices shall explain that this procedure is the exclusive method of making a claim or registering a patron dispute about payment of a bet or a distribution of winnings. Such notices shall explain that upon denial of a claim redress must be sought exclusively in Nation's Courts..

(2) **Notice.** The written notice of claims against the gaming facility shall state the date, time, place and circumstances of the claim, the identity of the persons, if known, the amount of compensation or other relief sought, the name, address and telephone number of the claimant, and the name, address and telephone number of any agent authorized to settle the claim including a written copy of the authority of agent.

(3) **Denial.** A claim is deemed denied if the gaming facility fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit unless the claim has been denied in whole or in part. The claimant and the gaming facility may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

(4) **Limitations.** No action for any cause arising from personal injury, property damage, or patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in a Nation's CFR court within 180 days after denial of the claim as set forth herein. Neither the claimant nor the gaming facility may extend the time to commence an action by continuing to attempt settlement of the claim.

b. **Tort Claim.** During the term of this Compact, the Nation shall maintain public liability insurance with limits of not less than \$250,000 for any

one person and \$2,000,000 for any one occurrence for personal injury and \$1,000,000 for any one occurrence for property damage. This insurance policy shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the policy set forth above and, to this extent, the Nation explicitly waives its immunity from suit. In the event of an alleged personal injury or property damage suffered at a gaming facility arising from alleged negligence by the Chickasaw Nation, the sole and exclusive remedy for an alleged tort claim is against this liability insurance policy and no asset of the Nation may be levied against or executed upon by a claimant.

- c. Wagering Claim. In the event of a disputed claim by a patron regarding distribution of winnings, the patron should submit a claim to the Chickasaw Gaming Commissioner consistent with the dispute resolution procedures in Appendix C.
- d. Posting. Notices explaining dispute resolution procedures for tort or wagering claims shall be posted in prominent locations in each gaming facility and the copies will be made available upon request to the Chickasaw Gaming Commissioner.

#### **SECTION 9. REGULATIONS.**

In addition to the regulations in Appendix C, the following additional requirements apply:

- a. Logs. The Nation shall maintain the following logs as written or computerized records available for inspection by the OSBI and/or the OSF in accordance with this Compact:
  - (1) pay-out logs from all off-track wagering; and
  - (2) maintenance logs in relation to all gaming equipment pertaining to off track wagering.
- b. Barred Lists. The Nation shall establish a list of persons barred from the gaming facility. The Nation shall use its best efforts to exclude persons with criminal histories from entry into its gaming facility and, upon request, send a copy of the barred list to the OSBI.
- c. Audit. The Nation shall have prepared a complete audit of the gaming operation, not less than annually, by an independent certified public accountant. The results of the independent audit shall be available to the

OSBI and/or the OSF for their review.

- d. Rule Display. Summaries of the house rules for off track wagering shall be visibly displayed in each Gaming Facility. Complete rules shall be available in pamphlet form in each Gaming Facility.

#### **SECTION 10. ENFORCEMENT.**

- a. Chickasaw Gaming Commissioner. The Chickasaw Gaming Commissioner shall assure or have responsibility for:

- (1) enforcement of all laws pertaining to the gaming operation, within the facility;
- (2) the physical safety of gaming employees and of patrons in the gaming facility;
- (3) safeguard the assets transported to and from the gaming facility
- (4) provide for the detention of persons who may be involved in illegal acts and notify the Nation, and/or other law enforcement authorities;
- (5) record any and all unusual occurrences within the gaming facility. Each incident without regard to materiality shall be assigned a sequential number, and at a minimum the following information shall be recorded in indelible ink in a bound sequentially page-numbered notebook from which pages cannot be removed without omission of page number. Each occurrence shall be:
  - (a) Assigned number;
  - (b) Date;
  - (c) Time;
  - (d) Nature of incident;
  - (e) Person involved in the incident.

- b. Investigation and Sanctions. Pursuant to the Nation's laws and regulations, the Chickasaw Gaming Commissioner shall investigate any reported violation of the Compact provisions and shall require the gaming operation to correct the violation upon such terms and conditions as the Chickasaw Gaming Commissioner determines are necessary.

- c. **Reporting.** The Chickasaw Gaming Commissioner shall forward copies of all investigation reports and final dispositions to the Nation's Governor and to the State.
- d. **Meetings.** In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact the Chickasaw Gaming Commissioner and the OSBI and/or the OSF shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Chickasaw Gaming Commissioner. The OSBI and/or the OSF prior to or during such meetings, shall disclose to the Chickasaw Gaming Commissioner any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact, by any person, organization or entity, if the disclosure will not compromise the interest sought to be protected.

#### **SECTION 11. MONITORING.**

The OSBI with the assistance of the OSF shall have the authority to monitor the Gaming Operation to ensure compliance with provisions of this Compact with concurrent supervision of the Chickasaw Gaming Commissioner. In order to properly monitor the gaming operation, agents of the OSBI and/or the OSF shall have reasonable access to all areas of the gaming facility for off track wagering during normal operating hours after giving notice to the gaming facility manager and the Chickasaw Gaming Commissioner or his designee; provided, however, the monitoring activities of these agents shall not interfere with the normal functioning of the gaming operation, and OSBI and OSF shall provide proper photographic identification to any Nation representatives requesting the same.

- a. **Access to Records.** Agents of the OSBI and/or the OSF shall have authority to review and copy during normal business hours all records maintained by the off track betting operation, provided no original records shall leave the custody of the Nation and provided further that such records are held in confidence and not released to the public under any circumstances.
- b. **Notification.** At the completion of any inspection or investigation by the OSBI and/or OSF, a full investigative report shall be forwarded to the Chickasaw Gaming Commissioner and the Nation's Governor within (5) days.

## **SECTION 12. CRIMINAL JURISDICTION.**

This Compact shall not alter State, Nation, and federal criminal jurisdiction of State, Nation, or Federal Government. All existing cross-deputization compacts between the Nation and political subdivisions of State are hereby ratified and/or reaffirmed.

## **SECTION 13. EMPLOYEES.**

- a. **Applications.** Prior to hiring a prospective gaming employee for the gaming facility, the Nation shall obtain sufficient information and identification from the applicant to permit a thorough background investigation. The information shall include:
- (1) Full name, including any aliases by which applicant has ever been known;
  - (2) Social Security number;
  - (3) Date and place of birth;
  - (4) Residential addresses for the past ten (10) years;
  - (5) Employment history for the past ten (10) years;
  - (6) Driver's license number;
  - (7) All licenses issued and disciplinary actions taken in regard to any gaming license;
  - (8) All criminal arrests and proceedings, except for minor traffic offenses, to which the applicant has been a party;
  - (9) A set of fingerprints;
  - (10) A current photograph;
  - (11) Military service history; and
  - (12) Any other information necessary to conduct a thorough background investigation.

- (13) The name and address of any licensing or regulatory agency with which the person has filed an application for a license, permit, or security clearance whether or not the same was granted;
- b. **Probation.** The Nation may employ on a probationary basis prospective gaming employees who present the above information and meet standards of the Nation, until such time as the written report on the applicants' background investigation is complete.
- c. **Disqualification.** The Nation shall not employ as a gaming employee in the off track betting facility and shall terminate any probationary gaming employee, if the report on the applicant's background investigation finds that the applicant:
- (1) Has been convicted of any felony, gaming offense or larceny;
  - (2) Has knowingly and willfully provided materially important false statements or information on his employment application; or
  - (3) Has been determined by the Chickasaw Gaming Commissioner to be a person whose prior activities, criminal record or reputation, habits and associations pose a threat to the public interest, or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.
- d. **Background Investigations.** The Nation shall conduct background investigations on all gaming employees. The same may be conducted before, during, and/or at any time during the term of employment conduct additional investigations. Any gaming employee who does not meet the minimum employment criteria shall be promptly dismissed.
- e. **Identification cards.** The Chickasaw Gaming Commissioner shall require all gaming employees to wear in plain view identification cards that include photo, first name and an identification number unique to the individual, and a date issued.

#### **SECTION 14. PUBLIC HEALTH AND SAFETY**

- a. **Compliance.** The construction, maintenance and operation of any gaming facility shall comply with all federal and Nation standards for the

same.

- b. **Emergency Service Accessibility.** The Chickasaw Gaming Commissioner shall make provisions for adequate emergency accessibility and service to ensure the health and safety of all gaming patrons. Upon finalization of emergency access plans for all gaming facilities, the Nation shall forward copies of said plans to State.
- c. **Minors.** No person under 18 years of age shall be admitted into a gaming facility for off track betting nor be permitted to place any wager directly or indirectly.
- d. **Alcohol.** No alcoholic beverages of any kind shall be permitted in a gaming facility.

#### **SECTION 15. DISPUTE RESOLUTION.**

In the event either party to this Compact believes the other party has failed to comply with any requirement herein or applicable regulations, or in the event of any disagreement or dispute as to the proper interpretation of the terms and conditions of this Compact, the following procedures may be invoked but shall not be construed to prevent either party from seeking immediate judicial relief.

- a. **Voluntary Resolution.** The party asserting noncompliance or seeking an interpretation shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the factual basis for the alleged noncompliance or the Compact provision for which interpretation is sought. Within 30 days of receipt of notice, State and the Nation shall meet in an effort to resolve the dispute.
- b. **Non-binding Arbitration.** If a dispute arises among the parties that is not resolved within sixty (60) days of receipt of notice, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name the arbitrator. The two named arbitrators will name a third arbitrator. If the two named arbitrators cannot agree on a third arbitrator, the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties. A party asserting noncompliance or seeking an interpretation under this section shall be deemed to have certified to the best of his knowledge, information and belief formed after reasonable inquiry that the averment is warranted and made in good faith and is not made for any improper purpose, such as to harass or to cause unnecessary delay

or needlessly increase the cost of resolving the dispute.

- c. **Declaratory Judgment.** If either party considers itself aggrieved by a breach of this Compact, it may bring an action for breach of Compact in the United States District Court for the Western District of Oklahoma pursuant to 25 U.S.C.A. § 2710 (d)(7)(A). If the dispute involves a material breach of this Compact and is not cured, the court could declare the Compact terminated. Either party may claim in an action that repeated violation of this compact constitutes a prospective intent not to abide by its terms and that, therefore, the pattern of repeated violations constitutes a material breach of this Compact. Although this remedy is consistent with 25 U.S.C.A. § 2710, (d)(3)(C)(v), nothing herein shall be construed to authorize any other equitable remedy, nor to authorize a money judgment except for unpaid costs of monitoring by the State. To the extent necessary and permitted by applicable law, each of the parties waive immunity from suit for the limited purpose of this section.

#### **SECTION 16. RESERVATION OF RIGHTS.**

- a. **Additional Compacts.** By entering this Compact, the Nation shall not be deemed to have waived the right to initiate and pursue the procedures provided by the Act should State refuse to enter into a Compact after the Nation has made a written request with respect to other forms of Class III gaming, and neither State nor the Nation shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.
- b. **Status of Class II Gaming.** Nothing herein shall be deemed to affect the operation by the Nation of any Class II gaming as defined in the Act, whether conducted within or without the gaming facilities or to confer upon State any jurisdiction over such Class II gaming conducted in Nation's Indian country, nor Class III gaming inconsistent with this Compact.
- c. **Taxation.** Neither State nor any of its political subdivisions shall impose any tax, fee, charge or other assessment upon the admission to any gaming facility of the Nation or upon the conducting of or engaging in any gaming activity conducted at a facility authorized by this compact. To the extent the Nation gaming operation is responsible for filling out IRS Form W-2G on persons who receive proceeds of a wagering transaction governed by the Compact, a copy of said form shall also be provided to the Oklahoma Tax Commission.

- d. Preservation of Nation Self-Government. Nothing in this Compact shall be deemed to authorize State to regulate in any manner the government of the Nation, including the Chickasaw Gaming Commissioner, or to interfere in any manner with the Nation's selection of its governmental officers or employees.

#### **SECTION 17. REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA.**

The Nation realizes that the State has incurred expenses in negotiating this Compact and will incur expenses related to the obligations undertaken under this compact. Accordingly, the parties agree as follows:

- a. Payments. The Nation agrees to reimburse the State for the actual amount of time and expenses of personnel as reasonably assessed by State in accordance with Section 11, paragraph (3)(c)(III) of the IGRA related to this compact. State agrees to provide Nation with an itemized accounting of all charges assessed within (60) days of occurrence.
- b. Procedure. The State shall bill the Nation reasonable and necessary costs related to obligations undertaken under this compact. Unless unreasonable or unnecessary, the costs for such services shall be those established by State either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including out-of-pocket expenses, benefits and travel expenses at the statutory rate. State shall send invoices to the Nation for these services. Payments shall be made within sixty (60) days to the Office of the State Treasurer. Reimbursement for services provided by State shall be transmitted by the Office of the State Treasurer to the OSBI, OSF, or any other appropriate agency to defray the cost of services as required under this compact.
- c. Disputes. Should the Nation dispute the reasonableness or necessity of any charges, such dispute shall be resolved as hereinabove set forth in Section 15.

#### **SECTION 18. SEVERABILITY.**

Each provision, section and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section or subsection of this

Compact to be invalid, the remaining provisions, sections and subsections of the Compact shall remain in full force and effect, unless the invalid provision materially alters the relationship between the parties. In the event of such alteration, the parties shall negotiate to comply as nearly as possible with the original intent of this Compact.

#### **SECTION 19. AMENDMENTS.**

The parties may request negotiations to amend or modify this Compact. The amendment or modification request may include requests for approval of gaming activities that are legitimately within the scope of the Act. In the event of a request for negotiation to amend or modify, this Compact shall remain in effect until amended or modified, but such a request shall not extend the Compact term. Additional requests to negotiate other forms of gaming made by the Nation shall be treated as requests to negotiate pursuant to the Act. The parties shall have one hundred eighty (180) days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply. The Nation and the State may mutually agree to extend the 180-day period without prejudice to the rights of either party under this section. Any amendment to this Compact shall be in writing and must be approved by the Secretary of the United States Department of the Interior. However, changes in the Nation Gaming Ordinance (Appendix C) shall not be considered amendments and may be effected as otherwise provided by this Compact or by law.

#### **SECTION 20. AUTHORITY TO EXECUTE.**

The undersigned represent that they are duly authorized to execute this agreement on behalf of the party designated.

#### **SECTION 21. NOTICES.**

All notices required or authorized to be served herein shall be Sent by certified mail (return receipt requested), commercial overnight courier services, or by personal delivery to the following addresses:

#### **OKLAHOMA**

Governor of Oklahoma  
State Capitol, Room 212  
Oklahoma City, OK 73105

Chairman, State-Tribal Relations Committee  
State Capitol  
Oklahoma City, OK 73105

Attorney General of Oklahoma  
State Capitol, Room 112  
Oklahoma City, OK 73105

Oklahoma State Bureau of Investigation  
ATTN: Commissioner  
6600 N. Harvey, Suite 300  
Oklahoma City, OK 73116

Chickasaw Nation  
Chickasaw Nation  
Governor of the Chickasaw Nation  
ATTN: Governor Bill Anoatubby  
P.O. Box 1548  
Ada, OK 74820

Chickasaw Nation Gaming Commissioner  
ATTN: Tracy Burris  
1038 W. Sycamore Rd.  
Norman, OK 73072

Bob Rabon  
Chickasaw Nation Attorney  
P.O. Box 726  
Hugo, OK 74743

## **SECTION 22. SUCCESSORS AND ASSIGNS.**

This compact shall be binding upon successors and assigns of the parties hereto.

## **SECTION 23. GOVERNING LAW.**

This compact shall be governed by and construed in accordance with the laws of the United States, the State, and the laws of the Nation, whichever are applicable. This compact shall be controlling. In the event of any ambiguity, this compact shall

be deemed drafted by both parties and shall not be construed against or in favor of any party by virtue of draftsmanship, or as a matter of law.

CHICKASAW NATION

Bill Anoatubby  
Governor Bill Anoatubby  
Date: 7-24-2000

[SEAL]

STATE OF OKLAHOMA

[Signature]  
Governor  
Date: 7-26-00

[SEAL]

Attest: [Signature]  
Secretary Of State  
Acting Assistant

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on Tribal-State Relations the 27 day of July, 2000.

[Signature]  
Chairman

FEDERAL APPROVAL

Consistent with 25 U.S.C.A. § 2710(d)(8) this compact is approved on this 20<sup>th</sup> day of September, 2000 by the Assistant Secretary — Indian Affairs, Department of the Interior.

ASSISTANT SECRETARY - INDIAN AFFAIRS  
for the Department of the Interior

By: [Signature]  
KEVIN GOVER

**APPENDIX A**  
**PARI-MUTUEL STANDARDS**

- A. DEFINITIONS**
- B. GENERAL CONTROLS**
- C. COMPUTER SYSTEM**
- D. OPEN/CLOSING PROCEDURES**
- E. BETTING TICKET ISSUANCE AND CONTROLS**
- F. SCREEN ACTIVATED MACHINES (SAMS)**
- G. PAYMENT OF WINNING WAGERS**
- H. POSTING OF RULES**
- I. UNPAID WINNERS**
- J. LOST TICKETS**
- K. MAIL PAYMENTS**
- L. REPORT DESCRIPTIONS**

**PARI-MUTUEL STANDARDS**

**A. DEFINITIONS:**

**BREAKAGE** - the odd cents over a multiple of ten cents arising from the computation of odds and payouts on amounts wagered on a race which is part of interstate common pari-mutuel pool.

**COMMISSION ON WAGERS** - an amount retained and not returned to patrons from the total amount of off-track pari-mutuel wagers.

**GROSS REVENUE** - the total commission on off-track pari-mutuel wagers, less the amount paid to track for the right to be part of the interstate common pari-mutuel pool (retrack fee").

**INTERSTATE COMMON PARI-MUTUEL POOL** - a pari-mutuel pool consisting of the pari-mutuel wagers placed at track, its interstate betting locations, other jurisdictions, and the off-track pari-mutuel wagers placed at Guest, and accepted into the off-track pari-mutuel system.

**LIVE AUDIO VISUAL SIGNAL** - the audio and visual transmission of a race, or series of races, as it occurs at track.

**MANUAL MERGE** - the process used in the event of a systems or communications failure by which the systems operator transmits to track-through telephone, telecopy, cellular or any other means of communication, the wagering information for a particular race or group of races, and the process by which track includes the off track pari-mutuel wagers into the interstate common pari-mutuel pool in such event.

**OFF-TRACK PARI-MUTUEL SYSTEM** - a computerized system or component of a system that is used to transmit wagering data and wagering information to and from a race track which offers interstate common pari-mutuel pools.

**OFF-TRACK PARI-MUTUEL WAGER** - a wager placed by a patron and accepted by guest on a race or races offered as part of an interstate common pari-mutuel pool offered by track, and accepted into the off-track pari-mutuel system.

**POST TIME** - for purposes of off-track pari-mutuel wagering is when the first entrant enters the gate.

**SYSTEMS OPERATOR OR OPERATOR OF A SYSTEM** - a person engaged in providing the off-track pari-mutuel system or services directly related to the reconciliation of the interstate common par-mutuel pool and transfers of funds between track and guest.

**TRACK** - an out-of-state facility licensed to operate horse or other racing where pari-mutuel wagering on races is conducted.

**WAGERING DATA** - the information regarding results, actual payouts, and the amount of pari-mutuel and off-track pari-mutuel wagers accepted for each race or group of races in the interstate common pari-mutuel pool.

**WAGERING INFORMATION** - the amount of off-track pari-mutuel wagers accepted for each race or group of races by guest.

**B. GENERAL CONTROLS:**

1. The Nation's gaming facility will maintain appropriate security at all times.
2. A key employee will be on premises at all times wagering is conducted. The name of each key employee shall be maintained on file, and provided to the Chickasaw Gaming Commissioner.
3. The Gaming Facility will not accept wagers on credit.
4. Gaming Facility employees are prohibited from wagering on events while on duty.

**C. COMPUTER SYSTEM:**

The main processors consist of three DEC 4000 Series 90 central processing units operating in triplex or other suitable computer substitutes. These central processing units are located at a suitable location by the simulcast signal provider with telecommunication links to peripheral terminals located at the Nation Gaming Facility or at some other suitable and securely equivalent location.

The systems provide hard disk storage in the form of dual-disk disk drives of 2.1 gigabytes each, and 2.1 gigabytes of magnetic tape for backup data or some other storage of similar or greater capacity.

Program source code shall not be available to Gaming Facility employees, or to Nation's data processing employees.

Access to the main processors located at the source location is limited to authorized simulcast provider personnel or substitute entity personnel from the signal source locations.

The pari-mutuel system will be connected to the Gaming Facility via a dedicated telephone line or other acceptable communication system. Access through a dial-up modem or other suitable alternative will be available in case the leased dedicated telephone line becomes inoperative.

**Writer/cashier terminals and screen activated machines (SAMs) will be furnished to the Gaming Facility by source location. Access to writer/cashier terminals will be restricted to writers/cashiers. This restriction will be provided by requiring operator number and passwords to log on to the system. Writer/cashier operator numbers will be issued by source location. Passwords for writers/cashiers will remain confidential, known only by the writer/cashier. Passwords for writers/cashiers will be changed at least quarterly.**

**Supervisor and accounting personnel operator numbers and passwords will be issued by source location. These passwords will be changed at least quarterly.**

**A Gaming Facility or other employee, approved by the Chickasaw Gaming Commissioner may perform routine maintenance and service of the hardware components of the Gaming Facility's wagering and communication equipment. Source location-dispatched technician will perform all non-routine maintenance and service of the hardware components of the Gaming Facility's equipment.**

**Nothing here shall prevent the Nation from providing an alternative computer system provided that the protection it maintains for the Nation and it's patrons is similar to those provided by the described system and source location.**

#### **D. OPENING/CLOSING PROCEDURES:**

##### **1. Opening Procedure**

**Ticket writer/cashier receives his/her starting bank from the cage.**

**Ticket writer/cashier verifies funds and enters the amount on a log. The writer/cashier signs the log.**

**Upon completion of bank opening procedures, the writer/cashier will sign on to the system by inputting his operator code and password. The system will print a sign-on ticket that will contain the following information: "sign-on" designation, Gaming Center name, date, time, station number and operator number.**

##### **2. Closing Procedures**

**When the writer/cashier closes his/her Pari-mutuel station, a sign-off ticket and a summary ticket will be printed by the terminal. The sign-off ticket will contain the following information: sign-off designation, Gaming Facility name, date, time, station number and operator number. The summary ticket will contain the**

following information: Gaming Facility name, date, time, station number, operator number, take (sales), voids (cancels), paid (cash), the IRS withholding amount, and beginning bank (draw). Information on cash turn-ins (cash balance) will only be available to the book supervisor via password access. The cash drawer is then counted by the cashier/writer and the shift supervisor. Both sign the count sheet. The computer terminal is accessed to determine the writer's total cash balance. This is compared to the count sheet and variations are investigated.

Once verified, a manual cash-in slip is created and signed by both the writer/cashier and the shift supervisor, the writer/cashier will proceed to the slot cage and will turn in their funds.

#### **E. BETTING/TICKET ISSUANCE AND CONTROLS:**

Betting tickets shall be in single part form. The original is given to the customer. A second "copy" is retained internally within the computer system and is not accessible by Pari-Mutuel Gaming Facility personnel

The computer system prints a number on each ticket which identifies each writer station.

Only one random numerical computer-assigned series per station shall be used at one time.

Unused tickets will be stored in the Pari-Mutuel Gaming Facility storage room. These forms are serially numbered by the computer and do not require the "sensitive" forms inventory control procedures.

The computer system will not allow a ticket to be voided after a race event is locked out.

All bets will be made in cash or chips and shall be evidenced by the issuance of a ticket upon acceptance of a wager.

Tickets will not be written or voided after the outcome of an event is known.

#### **F. SCREEN ACTIVATED MACHINE**

1. The screen activated machine (SAM) is a self-service betting machine which allows customers to place wagers using a winning ticket or voucher generated by the system.

**2. The customer must insert a voucher or winning ticket for the SAM to accept a wager. Wagers will be made keying in the amount of the bet, the type of bet, and the horse or horses selected. After the selection process is complete, the SAM will print a bet ticket. The SAM will print a bet ticket. The SAM will for the remaining balance, if any, owed voucher will contain the serial number, and SAM number. This information will the voucher. Once the wager is placed, the voucher to place additional wagers for cash.**

**3. When a patron wishes to redeem a voucher, the writer/cashier will insert it into the bar code reader. The computer will then generate a paid ticket and the writer/cashier will pay the patron. All other procedures described concerning payouts on winning wagers will be compiled with as applicable.**

**4. Outstanding vouchers will be listed on the Outsbook Voucher Report. Vouchers outstanding more than a specified number of days will be purged by the Systems Operator.**

**5. All winning tickets and vouchers inserted into the SAM will be deposited automatically into a locked box in the machine. On a daily basis, an accounting representative will check out the key to the lock boxes to remove the tickets and vouchers. The key will be at a department independent of the Pari-Mutuel Gaming Center and will require signing a log to access. After the accounting representative obtains the tickets and vouchers, he or she will immediately deliver them to accounting.**

**6. Voids will not be allowed at a SAM. Additionally, winning tickets that require IRS withholding will not be paid at the SAM.**

#### **G. PAYMENT OF WINNING WAGERS:**

**Upon presentation of a winning ticket by a customer, the writer/cashier will insert the ticket in to the bar code reader for verification and payment authorization. The system will brand the ticket with the payout amount, writer/cashier's station number, and date. Information on all wining tickets paid will be retained by the system.**

**Should the bar code reader fail to read a ticket, the writer/cashier will manually enter the ticket number into the terminal. A payout ticket will then be printed which will include the following information: ticket number, "pay" indication, Gaming Facility name, pay amount, date, station number, and operator number.**

**The computer software is designed to prevent payment of a ticket that has been previously paid by the system, voided by the system, a losing ticket, or a ticket not issued by the system.**

**Payoffs over \$10,000.00 may be delayed for up to 24 hours after the next banking day.**

**For winnings requiring the completion of a form W-2G, the computer system will preclude a writer/cashier from making payment until the patron's social security number is entered. Once the social security number is entered, the computer will compute the amount of withholding and the amount of customer payment. The system will not pay a winning ticket, which requires IRS withholding, unless the customer provides his/her social security number at the time of payment. The system will calculate the withholding amount and the net amount due to the customer, which will both be printed on the ticket. This will alert the writer/cashier and the supervisor to complete the required IRS forms. Persons who do not have social security numbers may receive winnings from the manager after complying with federal tax requirements.**

## **H. POSTING OF RULES:**

### **1. Posting of rules**

**All house rules shall be conspicuously displayed in the Gaming Facility.**

### **2. Refunds**

**All bets received on any entry which does not start or on a race which is canceled or postponed shall be refunded on the basis of the refund policy in effect at the track.**

### **3. Refusal to accept bets**

**The Gaming Facility reserves the right to refuse to accept bets on a particular entry or entries or in any or all pari-mutuel pools for what it deems good and sufficient reason.**

### **4. Cancellation of track pool**

**In the event that a pari-mutuel pool is canceled by the track, the corresponding off-track betting pari-mutuel pool shall be refunded.**

### **5. Responsibility of the Gaming Facility**

**The Gaming Facility bears no responsibility with respect to the actual running of any race or races upon which it accepts bets. In all cases, the off-track betting pari-mutuel pool distribution shall be based upon the order of finish posted at the track as "official". The determination of the judges, stewards or other appropriate officials at the track shall be conclusive in determining the payoffs of the Gaming Facility.**

#### **6. Error in calculation of payments**

**In the event an error in calculation of payment occurs in a pool which is the result of the combination of the track pool and the off-track betting pool, the rules in effect at the track governing the disposition of such error shall prevail.**

#### **I. UNPAID WINNERS:**

**Unpaid winners remain on the computer system for a minimum of 120 days after the conclusion of a racing meet. Following the 120 day period, the unpaid winners are brought back into revenue by the source location.**

#### **J. LOST TICKETS:**

**Upon notification by a patron that a winning betting ticket has been lost, stolen or is otherwise not available for presentation, the following procedures will be followed:**

**1. The patron must report the loss of the ticket not later than the third day following the day the race was completed, unless the patron can show circumstances where this was not possible, or unless approved by Gaming Facility management.**

**2. A lost ticket report will be prepared by the Gaming Facility from information supplied by the patron. The report will contain the following information:**

- a. Name, address and telephone number of patron**
- b. Date/time the ticket was purchased**
- e. Amount/type of wager**
- d. Horse/greyhound betting numbers**
- e. Ticket number (if known by patron)**
- f. Signature of patron**

**g. Signature of report preparer**

**h. Signature of Gaming Facility Manager/Supervisor**

**3. The lost ticket report will be delivered to the controller who will instruct an accounting clerk to research the unpaid ticket file.**

**a. If an unpaid ticket that matches the information on the lost ticket report cannot be located, the lost ticket report will be returned to the Gaming Facility Manager with instructions that no payment can be made.**

**b. If an unpaid ticket is found that matches the lost ticket report, the unpaid ticket will be "locked" in the computer system to prevent payment to other than the claimant for the holding period of one hundred twenty (120) days after the conclusion of the racing meet on which the wager was placed.**

**4. After the ticket is held for this one hundred twenty (120) day period, the patron may be paid. The controller reviews all of the lost ticket claim support paperwork prior to signing the check to be mailed to the customer.**

**5. If the ticket is presented for payment within this one hundred twenty (120) day period by other than the patron represented on the lost ticket report; or if a dispute arises from the foregoing procedures, it will be the Gaming Facility's responsibility to resolve such disputes.**

#### **K. MAIL PAYMENTS:**

**Only original wagered tickets are acceptable for mail payments.**

**All mail payment requests are opened and logged by personnel independent of the Gaming Facility. A copy of the log is retained by the accounting department for auditing mail tickets paid. The mailed ticket is forwarded directly to the Gaming Facility Manager's office, where it is then entered into a writer/cashier's terminal for unpaid ticket update to indicate that the ticket is no longer outstanding.**

**A request for disbursement and the approved ticket are forwarded to the controller for payment.**

**Only the controller or a designate is authorized to approve mail payments.**

#### **L. REPORT DESCRIPTIONS:**

**The race auditor has the ability to generate the following reports from the RMC each day:**

**Recap Report - This report will contain information by track and total information regarding write, refunds, payouts, outs, payments on outs, and federal tax withholding for each track will also be included. Additionally, information regarding SAM voucher activity will be included. This report will provide daily amounts.**

**Daily Reconciliation Report - This report will summarize information in total by track. Report information will include write, today's winning ticket total, total commission and breakage due the licensee, and net funds transfer to or from the licensee's bank account.**

**Window Activity Report - This report will summarize for each window the following information: Sales, cash outs, cancels, draws, returns, vouchers sold, vouchers cashed, over/short.**

**Teller Balance Report - This report will summarize daily activity by track and writer/cashier, and SAM terminals. Specifically, the report will contain the following: tickets sold, tickets cashed, tickets canceled, draws, returns, computed cash turn-in, actual turn-in, and over/short.**

**Teller Details Report - This report will summarize teller activity. Specifically, for each teller the report will contain tickets sold, tickets cashed, tickets canceled, tickets refunded, W-2G withholdings, funds returned, draws and over/short.**  
**Session Sales Summary - This report will summarize sales activity for each type of wager placed, for each race run, and for each track opened. Additionally, total sales will be provided. Specific information included will be sales, cancels, sales, from previous sessions, refunds, and net sales.**

**Cashed Tickets Report - This report will list all paid winning tickets by track and race. This report will include the ticket number, date, tickets written, horse or greyhound selection and type of bet made amount of bet or bets, total take, and pay amount. The report will also include IRS withholdings, if applicable.**

**Canceled Tickets Report - This report will list all tickets that were canceled for the day. Specific information will include ticket serial number, sale window, cancellation window, and amount.**

**Refunded Tickets Report - This report will list all tickets refunded for the day. Specifically, this report will include ticket serial number, ticket description, and amount.**

**SAM Activity Report - This report will contain a summary of Screen Activated Machines (SAM) activity. Specifically, this report will include the SAM number, ticket sales, ticket cash outs, voucher sales, and voucher cash outs.**

**Cashed Voucher Report - This report will contain a detailed listing of all vouchers cashed for the day. Specifically, this report will contain the ticket serial number, the window(s) at which the voucher was sold and cashed, and the amount of the voucher cashed.**

**IRS Tax Report-Cashed - This report will contain a detailed listing of all tickets cashed that were subject to federal withholding. This report will include the customer's social security number, ticket serial number, ticket conditions, race date, amount of payout, withholding amount, net payout, cashing and selling window(s), and teller identification.**

**Future Tickets Report - This report will contain a detailed listing of all tickets bet on events occurring subsequent to the current day. This report will include ticket serial number, window where the ticket was bet, cost, amount, type of bet, race number, and horses chosen.**

**Outsbook Tickets Report - This report will contain a listing by window, race, track and in summary of winning tickets which remain unpaid. Specifically, this report will include ticket number, window, pay amount, and IRS withholding (if applicable).**

**Public Results Information Report - This report will contain race results and prices paid.**

**Transaction Search Report - This report will contain a listing of all tickets and vouchers written and paid per station. Also the report contains canceled tickets.**

**Exception Report - This report will contain a listing of all systems functions and overrides not involved in the actual writing or cashing of tickets. This report will also include sign-on/off tickets, voids, and manually entered paid tickets.**

## **APPENDIX B**

### **CHICKASAW NATION INDIAN COUNTRY OFF-TRACK WAGERING SITES**

**Chickasaw Lodge/Restaurant  
First & Muskogee  
Sulphur, Oklahoma 73086  
(580) 622-2156  
(580) 622-3094 (fax)**

**Wildfire Gaming Center  
Route 1, Box 8  
Davis, Oklahoma 73030  
(580) 369-5360  
(580) 369-5132 (fax)**

**Ada Gaming Center  
1500 North Country Club Rd.  
Ada, Oklahoma 74820  
(580) 436-3740  
(580) 436-4897 (fax)**

**Wilson Travel Plaza  
Hwy. 70 & 70A Mail: Rt. 1, Box 354  
Wilson, Oklahoma 73463  
(580) 668-9248  
(580) 668-9271**

**Goldsby Gaming Center  
1038 West Sycamore Rd.  
Norman, Oklahoma 73072-9144  
(405) 329-5447  
(405) 321-7892**

**Newcastle Gaming Center  
2457 Hwy. 62 Service Road  
Newcastle, Oklahoma 73065  
(405) 387-6013  
(405) 387-6038**

**Thackerville Gaming Center  
Exit 1 off I-35 Mail: P.O. Box 149  
Thackerville, OK 73459  
(580) 276-4229 1-800-622-6317  
(580) 276-2164 (fax)**

**Business Regulations & Licensing**

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**CHAPTER 3  
GAMING LICENSES AND REGULATIONS**

**ARTICLE A  
GENERAL PROVISIONS**

Section 3-3101	Findings.
Section 3-3102	Basis for authority.
Section 3-3103	Definitions.

**SECTION 3-3101 FINDINGS.**

**A. The Chickasaw Tribal Legislature finds that:**

1. A need exists to promote the public health and safety, education and welfare that may contribute to the social, physical well-being and economic advancement of citizens of the Chickasaw Nation;
2. a need exists to create authorities with attendant powers to achieve objectives allowed under the provisions of the Constitution of the Chickasaw Nation;
3. a need exists to provide for the employment, education, training, health, and other services which are not now being met in sufficient quantity by federal government agencies;
4. a need exists for the Chickasaw Nation to be self-sufficient in its internal affairs;
5. a need exists to provide a system for regulating gaming activities in and for the Chickasaw Nation, which is in the best interests of the Chickasaw people and their health and welfare;
6. a need exists for the Chickasaw Nation to generate revenues for self perpetuation and essential governmental services;
7. a need exists for the Chickasaw Nation to comply with the provisions of the Indian Gaming Regulatory Act, as adopted by the Congress of the United States of America, 15 USC 2701, et. seq.

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B. Be it enacted by the Chickasaw Tribal Legislature assembled, that this Act shall be cited as the "Chickasaw Nation Public Gaming Act of 1994."  
(TL11-004, 1/24/94)

**SECTION 3-3102 BASIS FOR AUTHORITY.**

The basis for authority of this Act is Article VI, Section 1, and Article VII, Section 4 of the Constitution of the Chickasaw Nation.  
(TL11-004, 1/24/94)

**SECTION 3-3103 DEFINITIONS.**

A. For the purpose of this Act:

1. "The Chickasaw Nation" shall mean the government instituted in the Constitution of the Chickasaw Nation, or all Chickasaw Indians by blood whose names appear on the final rolls of the Chickasaw Nation approved pursuant to Section 2 of the Act of April 26, 1906, and their lineal descendants, or it shall mean the actual physical nation itself, depending upon reference;
2. "shall" shall mean imposing an obligation to act;
3. "gaming" shall be defined as having the same meanings as applied by and contained in the Indian Gaming Regulatory Act, Public Law 100-447;
4. "Commissioner" shall mean the Commissioner of public gaming for the Chickasaw Nation, as provided by this Act;
5. "license" shall mean the written permission by authority of the Chickasaw Nation to do an act, which without permission would be illegal, and is a document granted by the Commissioner of the Chickasaw Nation for a consideration to a person or to a location to pursue business subject to regulation under the jurisdiction of the Chickasaw Nation;
6. "Legislature," shall mean the Chickasaw Tribal Legislature which is that body of not more than 13 members, as created by Articles V, VI, VII, VIII and IX of the Constitution of the Chickasaw Nation;
7. "Governor" shall mean the chief executive officer of the Chickasaw Nation, as created by Articles X and XI of the Constitution;

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8. "Constitution" means that document which formally established the Chickasaw Nation and its government, as ratified by the eligible registered voters of the Chickasaw Nation on August 27, 1983, and which was approved by the secretary of the U.S. Department of the Interior on July 15, 1983.

9. "general business manager" shall mean the person within the Executive Department who is charged with overseeing and/or managing the gaming enterprises of the Chickasaw Nation.

(TL11-004, 1/24/94)

**ARTICLE B  
REPEALER PROVISIONS**

Section 3-3201 Act to effect purposes.  
Section 3-3202 Headings.  
Section 3-3203 Severability and repealer.

**SECTION 3-3201 ACT TO EFFECT PURPOSES.**

The provisions of this Act, being necessary for the welfare of the Chickasaw Nation and its inhabitants, shall be liberally construed to effect the purpose and object hereof.  
(TL11-004, 1/24/94)

**SECTION 3-3202 HEADINGS.**

The article and section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any article or section hereof.  
(TL11-004, 1/24/94)

**SECTION 3-3203 SEVERABILITY AND REPEALER.**

A. The provisions of this Act are severable, and if any part or provision hereof shall be held void by appropriate judicial authority, the decision of the court so holding shall not affect or impair any of the remaining parts of provisions of the Act.

B. All titles, chapters, articles and sections of all gaming regulatory Acts which are in effect as of the date this Act becomes operative, are hereby repealed, and all other laws or resolutions or parts of laws and resolutions inconsistent with the provisions of this Act are hereby repealed.

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C. Repeal by this Act of any tribal law or resolution shall not have the effect of reviving any prior law theretofore repealed or suspended by such repealed tribal law or resolution, nor shall this repeal have the effect of nullifying any regulation of the commissioner issued under previous tribal laws or resolutions which is authorized by this Act, nor shall this repeal have the effect of interrupting the term of the current commissioner of public gaming, nor shall this repeal have the effect of interrupting any license issued by the commissioner or any responsibilities thereunder.

(TL11-004, 1/24/94)

**ARTICLE C  
LICENSING**

Section 3-3301	Class II and Class III gaming defined.
Section 3-3302	Ownership of gaming.
Section 3-3303	Use of gaming revenue.
Section 3-3304	Audit.
Section 3-3305	Protection - environment and public.
Section 3-3306	License regulation.

**SECTION 3-3301 CLASS II AND CLASS III GAMING DEFINED.**

Class II gaming as defined in the Indian Gaming Regulatory Act, Public Law 100-447, 25 USC §2703(7)(A), and by the regulations promulgated by the Commissioner and his deputies at 25 CFR § 502.3 (as published in the Federal Register at 57 FR 12382-12393, April 9, 1992) is hereby authorized. Class III gaming as defined in the Indian Gaming Regulatory Act, Public Law 100-447, 25 USC §2703(8), and by regulations promulgated by the National Indian Gaming Commission, is authorized only to the extent allowed by such law and pursuant to an approved tribal/state compact.

(TL11-004, 1/24/94)

**SECTION 3-3302 OWNERSHIP OF GAMING.**

The Chickasaw Nation shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Act.

**SECTION 3-3303 USE OF GAMING REVENUE.**

A. Net revenues from gaming shall be used only for the following purposes: To fund tribal government operations and programs; to provide for the general welfare of the Chickasaw Nation and its citizens; to promote tribal economic development; to donate to charitable

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organizations; or to help fund operations of local government agencies.

B. No per capita payments to tribal citizens shall be made from gaming revenue.  
(TL11-004, 1/24/94)

**SECTION 3-3384 AUDIT.**

A. The Governor shall cause to be conducted annually an independent audit of gaming operations and shall submit the resulting audit reports to the National Indian Gaming Commission.

B. All gaming related contracts which result in the purchase of supplies, services or concessions in excess of \$25,000.00 annually, except contracts for professional, legal and accounting services, shall be specifically included within the scope of the audit which is described in subsection (a) of this section.  
(TL11-004, 1/24/94)

**SECTION 3-3395 PROTECTION - ENVIRONMENT AND PUBLIC.**

All gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety.  
(TL11-004, 1/24/94)

**SECTION 3-3396 LICENSE REGULATION.**

The Commissioner shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any gaming facility located on tribal lands:

1. Definitions. For the purposes of this section, the following definitions apply:

a. Key employee means:

(1) A person who performs one or more of the following functions:

(a) Bingo caller,

(b) counting room supervisor,

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- (c) chief of security;
  - (d) custodian of gaming supplies or cash;
  - (e) floor manager;
  - (f) pit boss;
  - (g) dealer;
  - (h) croupier;
  - (i) approver of credit; or
  - (j) custodian of gambling devices including persons with access to cash and accounting records within such devices;
- (2) if not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year, or
- (3) if not otherwise included, the four most highly compensated persons in the gaming operation.
- b. Primary management official means:
- (1) The person having management responsibility for a management contract;
  - (2) any person who has authority:
    - (a) To hire and fire employees; or
    - (b) to set up working policy for the gaming operation; or
    - (c) the chief financial officer or other person who has financial management responsibility.

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**2. Application Forms**

a. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant:

*In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 USC 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by the Commissioner and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate federal, tribal, state, local or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the Chickasaw Nation Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary; however, failure to supply a SSN may result in errors in processing your application.*

b. Existing key employees and primary management officials shall be notified in writing that they shall either:

(1) Complete a new application form which contains a Privacy Act notice; or

(2) sign a statement which contains the Privacy Act notice and consent to the routine uses described in that notice.

c. The following notice shall be placed on the application form for a key employee or a primary official before that form is filled out by an applicant:

*A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment (U.S. Code, Title 18, Section 1001).*

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d. The Commissioner shall notify in writing existing key employees and primary management officials that they shall either:

(1) Complete a new application form which contains a notice regarding false statements; or

(2) sign a statement which contains the notice regarding false statements.

### 3. Background Investigations

a. The Commissioner shall request from each primary management official and from each key employee all of the following information:

(1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);

(2) currently and for the previous five years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;

(3) the names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (1)(b) of this section;

(4) current business and residence telephone numbers;

(5) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

(6) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

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(7) the name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

(8) for each felony for which there is an ongoing prosecution or conviction, the charge, the name and address of the court involved, and the date and disposition if any;

(9) for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), within ten years of the date of the application, the name and address of the court involved and the date and disposition;

(10) for each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten years of the date of the application and is not otherwise listed pursuant to paragraph [3. a. (8) or 3. a. (9)] of this section, the criminal charge, the name and address of the court involved and the date and disposition;

(11) the name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(12) a current photograph with notarized affidavit as to date taken and person depicted;

(13) any other information the commissioner deems relevant; and

(14) fingerprints consistent with procedures adopted by the Chickasaw Nation according to 25 CFR §522.2(h).

b. The Commissioner shall conduct an investigation sufficient to make a determination under subsection 4, below. In conducting a background investigation, the identity of each person interviewed in the course of the investigation shall be kept confidential.

4. **Eligibility Determination.** The Commissioner shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for employment

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in a gaming operation. If it is determined that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming, a tribal gaming operation shall not employ that person.

**5. Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the National Indian Gaming Commission:**

a. When a key employee or primary management official begins work at a gaming operation authorized by this Act, the gaming manager or the tribal official responsible for the day to day operations of that gaming operation shall forward to the National Indian Gaming Commission a completed application for employment and conduct the background investigation and make the determination referred to in subsection 4. of this section.

b. The Commissioner shall forward the report referred in subsection 6 of this section to the National Indian Gaming Commission within 60 days after an employee begins work or within 60 days of the effective date of this Act.

c. The gaming operation shall not employ as a key employee or primary management official a person who does not have a license after 90 days.

**6. Report to the National Indian Gaming Commission**

a. Pursuant to the procedures set out in subsection 5 of this section, Commissioner shall prepare and forward to the National Indian Gaming Commission an investigative report on each background investigation. An investigative report shall include all of the following:

- (1) Steps taken in conducting a background investigation;
- (2) results obtained;
- (3) conclusions reached; and
- (4) the bases for those conclusions.

b. With the report shall be submitted a copy of the eligibility determination made under subsection 4, of this section.

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- c. If a license is not issued to an applicant, the Commissioner:
- (1) Shall notify the National Indian Gaming Commission; and
  - (2) may include copies of the eligibility determination and investigative report (if any) in the Indian Gaming Individuals Records System.

d. With respect to key employees and primary management officials, the gaming manager or the tribal official responsible for the day to day operations of the gaming operation shall retain applications for employment and reports (if any) of background investigations for inspection by the chairman of the National Indian Gaming Commission or his or her delegate for no less than three years from the date of termination of employment.

**7. Granting a Gaming License**

a. If, within a 30-day period after the National Indian Gaming Commission receives a report, the National Indian Gaming Commission notifies the Commissioner that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the Chickasaw Nation has provided an application and investigative report to the National Indian Gaming Commission, a license may be issued to such individual.

b. The Commissioner shall respond to a request for additional information from the chairman of the National Indian Gaming Commission concerning a key employee or a primary management official who is the subject of a report. Such request shall suspend the 30-day period under paragraph [G.1.] of this section until the chairman of the National Indian Gaming Commission receives the additional information.

c. If, within the 30 day period described above, the National Indian Gaming Commission provides the Commissioner with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Chickasaw Nation has provided an application and investigative report to the National Indian Gaming Commission, the Commissioner shall reconsider the application, taking into account the objections itemized by the National Indian Gaming Commission. The commissioner shall make the final Decision to issue a license to such applicant.

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### 8. License Suspension

a. If, after the issuance of a gaming license, the Commissioner receives information from the National Indian Gaming Commission indicating that a key employee or a primary management official is not eligible for employment under Section 4 above, the Commissioner shall suspend such license and notify in writing the licensee and his supervisor of the suspension and the proposed revocation.

b. The Commissioner shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license.

c. After a revocation hearing, the Commissioner shall decide to revoke or to reinstate a gaming license. The Commissioner shall notify the National Indian Gaming Commission, the Governor and the Legislature of his decision.

### 9. License Locations

a. The Commissioner shall issue a separate license to each place, facility or location where gaming is conducted under this authority.

b. The Commissioner, deputies and staff of the Commissioner shall meet the same qualifications for licensing as established for key employees and primary management officials.

c. The Commissioner, deputies or staff who cannot meet the minimum requirements for licensing under this Act shall not be employed by the Chickasaw Nation Gaming Commission in such capacity.

(TL11-004, 1/24/94)

## ARTICLE D GAMING COMMISSIONER

Section 3-3401	Gaming commissioner office created.
Section 3-3402	Vacancy provision.
Section 3-3403	Interim commissioner.
Section 3-3404	Removal for cause.
Section 3-3405	Background investigation required.

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Section 3-3406      Salary range.  
 Section 3-3407      Power and authority.

**SECTION 3-3401 GAMING COMMISSIONER OFFICE CREATED.**

The office of Gaming Commissioner of the Chickasaw Nation is hereby created within the Executive Department. The Commissioner shall take an oath of office similar to that of elected officials and shall be sworn to service. The Commissioner shall serve a term of three years from the date of such oath of office. (TL11-004, 1/24/94)

**SECTION 3-3402 VACANCY PROVISION.**

At any time when a vacancy occurs in the office of Commissioner, the office shall be filled by appointment by the Governor, by and with the advice and consent of the Legislature in accordance with Article XI, Section 2 of the Constitution. Once the office of Commissioner is vacated, the Governor shall, within 60 days of that vacancy, name an appointee to fill the position and shall so notify the Legislature. Once that notification is made or before, the Governor shall cause the process to be initiated to clear that person as Commissioner through the requirements and provisions contained in this Act. Should that person clear the background check and investigations required, the Governor shall submit his name to the legislature as his appointee as Commissioner. If the person does not clear the process, then the Governor shall submit the name of another person to be considered, who must then undergo the same process. This procedure shall be continued until a person is cleared, appointed and consent is given to that appointment by the Legislature. (TL11-004, 1/24/94)

**SECTION 3-3403 INTERIM COMMISSIONER.**

An interim Commissioner may be selected by the Governor any time a vacancy in the office of Commissioner exists. Such an interim gaming commissioner shall fill the position until the Legislature acts to provide advice and consent to the governor regarding his appointment of a person to fill the Commissioner's position. An interim Commissioner shall serve at the pleasure of the Governor. (TL11-004, 1/24/94)

**SECTION 3-3404 REMOVAL FOR CAUSE.**

The Commissioner may be removed from office prior to the end of any term for cause under the provisions of tribal law pertaining to same. (TL11-004, 1/24/94)

**SECTION 3-3405 BACKGROUND INVESTIGATION REQUIRED.**

Prior to the appointment of a Commissioner by the Governor, such person shall have passed a background investigation, examination and check of the same nature of a key employee of a gaming enterprise pursuant to Sec.3-3306. Nothing in this section shall prohibit such person from serving as interim Commissioner pending the outcome of key employee review. (TL11-004, 1/24/94)

**SECTION 3-3406 SALARY RANGE.**

The Commissioner or the interim Commissioner shall be paid a salary in the range of L-19 through L-21. (TL11-004, 1/24/94)

**SECTION 3-3407 POWER AND AUTHORITY.**

A. The Commissioner shall be responsible to determine that provisions of this Act are followed and may exercise any proper power and authority necessary to perform the duties of his office. The Commissioner shall be responsible to make regulations which shall include but not be limited to:

1. Designing forms for background checks and employee applications;
2. designing and describing procedures for conducting background checks;
3. designing and describing procedures for issuance of tribal licenses to primary management officials and key employees;
4. designing and describing procedures for resolving disputes between the gaming public and the Chickasaw Nation or the gaming enterprise management;
5. designating an agent for service of legal notices;
6. designating a law enforcement agency which will take finger-prints;
7. designing and describing procedures for conducting criminal and credit histories and checks;
8. working with the comptroller to design and describe procedures to prevent theft and ensure the integrity of the gaming enterprises of the Chickasaw Nation;

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9. designing and describing procedures for collection of license fees, taxes, other fees and levies as the same relates to gaming enterprises of the Chickasaw Nation.  
(TL11-004, 1/24/94)

**ARTICLE B  
REGULATIONS**

Section 3-3500	Commissioner regulatory authority.
Section 3-3501	Notice required, changes in regulations.
Section 3-3502	Copies of regulations to be available.
Section 3-3503	Suspension and hearing regulations.
Section 3-3504	Suspension requires exclusion.
Section 3-3505	Informant identity protected.
Section 3-3506	Public hearings required.
Section 3-3507	Depositions authorized.
Section 3-3508	Service deemed proper, when.
Section 3-3509	Deputy commissioners authorized.
Section 3-3510	Salary of deputy commissioner.

**SECTION 3-3500 COMMISSIONER REGULATORY AUTHORITY.**

Any regulations promulgated by the Commissioner shall have full force and effect from the date of issuance. The Commissioner may withdraw, replace or amend any regulation that he has made.

(TL11-004, 1/24/94)

**SECTION 3-3501 NOTICE REQUIRED, CHANGES IN REGULATIONS.**

A. In adopting, amending or repealing any regulations under this Act, the Commissioner shall give a minimum of five (5) days notice of proposed regulation changes to all key employees, primary management officials, the general business manager and the Governor.

B. Notice shall be deemed made by regular posting to the address of all persons described herein, by hand delivery from the Commissioner or his delegate, or by telephone confirmed facsimile.  
(TL11-004, 1/24/94)

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**SECTION 3-3502 COPIES OF REGULATIONS TO BE AVAILABLE.**

A. A copy of all adopted regulations shall be maintained at the Central Business Services office (or the office within the Executive Department charged with the operations of gaming enterprises) and at each gaming enterprise facility.

B. Copies will be available to the public for copy costs at a per-page rate set by the commissioner.

(TL11-004, 1/24/94)

**SECTION 3-3503 SUSPENSION AND HEARING REGULATIONS.**

The Commissioner shall have the right to suspend any license location, licensee, employee or gaming participant for violation of any tribal regulations, tribal compacts, tribal ordinances, federal regulations or federal laws. Such suspension shall be for a period of not more than ninety (90) days for licensees and not more than two (2) years for gaming participants and others. Prior to any such suspension the person reviewed shall:

1. Be given notice of specific facts concerning the violation alleged. Such allegation shall describe in writing the offense and be given ten (10) days prior to any hearing.
2. Such notice of proceedings shall be accomplished by regular mail to the last known address and by publicly posting the same within the affected gaming enterprise facility. Service by mail is not necessary if the Commissioner has no address for the person or entity.
3. At the hearing, the Commissioner shall state his understanding of the facts and allow the person or entity subject to the hearing the opportunity to be heard and to present evidence.
4. At the hearing the subject shall show cause that specific facts alleged are inaccurate or that special conditions exist which should mitigate suspension.
5. Following the hearing, the Commissioner shall issue in writing an order regarding the subject within seven (7) days, or the matter shall be deemed dismissed. If a suspension order is made, it shall state:
  - a. The specific violation of law or regulation of the subject, and

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b. the suspension period imposed, stating beginning date and concluding date of suspension.

6. Notice of order shall be accomplished in the same manner as notice of proceedings.  
(TL11-004, 1/24/94)

**SECTION 3-3504 SUSPENSION REQUIRES EXCLUSION.**

All persons or entities subject to a suspension order shall be excluded from the gaming enterprise facility during such suspension. The Commissioner shall have the authority to direct the gaming enterprise facility security to enforce the exclusion of any person suspended under the terms of Sec. 3-3503.  
(TL11-004, 1/24/94)

**SECTION 3-3505 INFORMANT IDENTITY PROTECTED.**

The Commissioner may refuse to reveal, at any court proceedings, the identity of any informant.  
(TL11-004, 1/24/94)

**SECTION 3-3506 PUBLIC HEARINGS REQUIRED.**

The Commissioner shall hold public hearings not less than annually to allow public comment about operation of a gaming enterprise facility. The manager of each gaming enterprise shall attend such hearings and may be directed by the Commissioner to respond to questions or to explaining operations at the Commissioner's discretion.  
(TL11-004, 1/24/94)

**SECTION 3-3507 DEPOSITIONS AUTHORIZED.**

The Commissioner shall have authority upon three (3) days written notice to depose any licensee, tribal employee or gaming participant.  
(TL11-004, 1/24/94)

**SECTION 3-3508 SERVICE DEEMED PROPER WHEN.**

Any document, affidavit, return or report fee, instrument or payment required to be filed, delivered or served upon the Commissioner or the Chickasaw Nation shall be deemed to be properly

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filed, delivered or served if it is filed, delivered or served as the case may be upon the Commissioner or the Governor at the tribal headquarters complex or as the Commissioner may otherwise direct by regulation.

(TL11-004, 1/24/94)

**SECTION 3-3509 DEPUTY COMMISSIONERS AUTHORIZED.**

The Commissioner may authorize in the same fashion as a law enforcement officer the issuance of positions of deputy commissioner on a temporary, part-time and/or full-time basis. Any person who is employed full-time as a deputy commissioner shall be required to meet the same qualifications as the commissioner in accord with Sec. 3-3306 [of this code].

(TL11-004, 1/24/94)

**SECTION 3-3510 SALARY OF DEPUTY COMMISSIONER.**

The salary of a deputy commissioner, if any, shall be subject to the budgeting process of the Chickasaw Nation.

(TL11-004, 1/24/94)

**ARTICLE F  
DISPUTES WITH MANAGEMENT**

Section 3-3600	Filing grievances.
Section 3-3601	Claims and grievances to be written and signed.
Section 3-3602	Hearing date.
Section 3-3603	Hearing notice required.
Section 3-3604	Legal counsel authorized.
Section 3-3605	Arbitration or mediation authorized.
Section 3-3606	Fingerprint cards on file.
Section 3-3607	Criminal background checks by C.F.R. Officers.
Section 3-3608	Miscellaneous provisions.
Section 3-3609	Appropriate investigation required.
Section 3-3610	Issuance of licenses.

**SECTION 3-3600 FILING GRIEVANCES.**

Any gaming participant or supplier may file a grievance against management with the Commissioner. The Commissioner shall establish a time for hearing, give notice to all parties, hold

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hearing(s) and rule upon the grievance. The ruling of the Commissioner may be appealed to the tribal court or to the Code of Federal Regulations Court of Indian Offenses for the Chickasaw Nation. This section shall in no way be construed as a waiver of the Chickasaw Nation's sovereign immunity.  
(TL11-004, 1/24/94)

**SECTION 3-3601 CLAIMS AND GRIEVANCES TO BE WRITTEN AND SIGNED.**

Any participant who has been denied benefits of gaming by a manager or management, who is injured on the premises due to the fault of a manager or management, or has any other claim for relief against a manager or management or any supplier who may have a claim for relief may have his grievance against management heard by filing the same with the Commissioner in writing. If no Commissioner or interim Commissioner exists, the same shall be filed with the Governor. The grievance shall describe the date, time and event which gives rise to the grievance and be signed and verified by the aggrieved person and signed by any legal counsel he may have.  
(TL11-004, 1/24/94)

**SECTION 3-3602 HEARING DATE.**

The Commissioner shall set a date for hearing the grievance within ninety (90) days of the filing of the same.  
(TL11-004, 1/24/94)

**SECTION 3-3603 HEARING NOTICE REQUIRED.**

The Commissioner shall give notice of such hearing together with a copy of the grievance to the manager and management of the gaming enterprise facility involved in the grievance and give notice of the hearing to the person filing the grievance by regular mail posted not less than ten days in advance of the hearing. (TL11-004, 1/24/94)

**SECTION 3-3604 LEGAL COUNSEL AUTHORIZED.**

As a hearing on any grievance, the person filing the same, manager and management shall be entitled to legal counsel. The person filing the grievance must be present for hearing of the same and shall be responsible to present a prima facie case for relief before response by the manager is required. The Commissioner shall be free to question any person present, continue the hearing from time to time and conduct independent investigation of facts. Upon conclusion of hearing, the Commissioner shall have forty-five (45) days to render a written opinion. In the absence of a written opinion by the Commissioner within the time specified, the matter shall be deemed dismissed.  
(TL11-004, 1/24/94)

**SECTION 3-3605 ARBITRATION OR MEDIATION AUTHORIZED.**

The Commissioner shall at any time prior to decision of any grievance, have the authority to suspend proceedings and to direct arbitration or mediation of the grievance under such terms as the Commissioner may direct.

(TL11-004, 1/24/94)

**SECTION 3-3606 FINGERPRINT CARDS ON FILE.**

The Commissioner shall keep the official fingerprint cards for the National Indian Gaming Commission on file in the office of the commissioner.

1. As part of any employment application, fingerprints shall be given upon cards issued by the National Indian Gaming Commission.

2. To obtain such prints, the Commissioner shall issue card(s) with request for assistance from Code of Federal Regulations police officers for the local area. CFR officers shall establish a time and location to take such prints and such law enforcement officer(s) shall take the prints.

a. Nothing herein shall prevent the Commissioner from making separate arrangements with law enforcement officials outside the local area for fingerprints to be taken outside the local area. Such arrangements to obtain fingerprints shall substantially comport with local procedures involving CFR officers.

3. After fingerprints have been taken, the CFR officers shall send the cards directly to the National Indian Gaming Commission in envelopes with cover letters provided by the commissioner which include an affidavit by the officer taking such prints that the prints were taken and posted by law enforcement officer(s).

4. Fees charged by the National Indian Gaming Commission for processing of fingerprints shall be paid by the Chickasaw Nation, excepting those individuals and organizations which have posted bonds for such reports.

(TL11-004, 1/24/94)

**SECTION 3-3607 CRIMINAL BACKGROUND CHECKS BY C.F.R. OFFICERS.**

The Commissioner shall request local CFR officers to perform initial criminal background checks for each application for employment.

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1. The Commissioner shall receive the actual printout or a summary of any initial background check which shall identify any felony, criminal history, or crime of moral turpitude which is known to CFR officers. The commissioner shall be considered a tribal law enforcement officer for such review.

2. The Commissioner shall review any background check report issued to the tribe. The Commissioner shall share any information revealed by such checks to the manager of gaming facilities which, in the Commissioner's judgment, affects the consideration of an individual for employment.

3. The Commissioner shall use the results of any background check to perform the lawful duties of Commissioner.

(TL11-004, 1/24/94)

**SECTION 3-3608 MISCELLANEOUS PROVISIONS.**

A. The tribe may be served notice of process for official determination, order or notice of violation of the Indian Gaming Regulatory Act by the National Indian Gaming Commission or other federal entity by service upon the Commissioner or upon the Governor. Nothing herein shall be deemed to waive or impair the Chickasaw Nation's right to sovereign immunity. Nothing herein shall be deemed a grant of jurisdiction or venue for any court to review cases or controversies which such court is not otherwise empowered to review.

B. The Commissioner shall forward fingerprints and information to the National Indian Gaming Commission on all tribal gaming employees and other persons for whom background checks are required.

C. The Commissioner shall request a report from the National Indian Gaming Commission which shall include a check through the Federal Bureau of Investigation's National Criminal Information Center.

D. Fees charged by the National Indian Gaming Commission for processing such reports shall be paid by the tribe excepting those individuals and organizations that have posted bonds for such reports.

(TL11-004, 1/24/94)

**SECTION 3-3609 APPROPRIATE INVESTIGATION REQUIRED.**

A. The Commissioner shall determine that an appropriate investigation has been

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conducted on key employees and primary management officials. An appropriate investigation shall include as a minimum:

1. Obtaining and processing fingerprints;
2. explanation of job description, fitness of individual to perform job and explanation of how individual was selected for position;
3. credit check;
4. verification of resume;
5. character check regarding prior activities, criminal record, reputation, habits and associations, including but not limited to personal interview summaries with a sufficient number of knowledgeable people such as former employees, personal references and others to form a basis for character suitability determination;
6. document all potential problems and possible disqualification information.

B. After completion of the background investigation, the commissioner shall prepare an investigative report setting forth the following:

1. Who conducted various parts of the report, their qualifications and address;
2. an outline of the background investigation process including steps taken in investigation;
3. a description of the information obtained together with conclusions of investigation;
4. statement of basis for conclusion;
5. an organization chart showing the location within the organization of the individual investigated and the positions or people over which the individual investigated may be responsible.

(TL11-004, 1/24/94)