United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

Honorable Emery Negonsott
Chairman
Kickapoo Tribe in Kansas
P.O. Box 271
Horton, Kansas 66439-0271

AUG 14 1995

Dear Chairman Negonsott:

On July 1, 1995, we received the Tribal-State Gaming Compact between the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas (Tribe) and the State of Kansas (State), dated June 28, 1995. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

Notwithstanding our approval of the Compact, Section 11(d)(1) of the IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the National Indian Gaming Commission (NIGC). Regulations governing approval of Class II and Class III gaming ordinances are found in 25 C.F.R. §§ 501.1-577.15 (1994). Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman. The Tribe may want to contact the NIGC at (202) 632-7003 for further information to determine when and how to submit the ordinance for approval by the NIGC.

Furthermore, we note that the Compact includes a reference to the sale of alcoholic beverages. The possession or sale of liquor in Indian Country is a violation of Federal criminal laws (18 U.S.C. § 1154) unless it is done in accordance with an ordinance certified by the Secretary and published in the FEDERAL REGISTER (18 U.S.C. § 1161). The Tribe does not have a certified liquor ordinance. Secretarial certification of such an ordinance must be obtained and published prior to the selling of liquor in Indian Country. The Tribe may want to contact the Anadarko Area Office for assistance and information on the requirements for certification of the ordinance.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC for information on submitting the ordinance and the management contract for approval by the NIGC.

We wish the Tribe and the State success in their economic venture.

Sincerely,

/S/ Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Bill Graves
Governor of Kansas
2nd Floor, State Capitol
Topeka, Kansas 66612

cc: Anadarko Area Director w/copy of approved Compact
Supt., Horton Agency w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Field Solicitor w/copy of approved Compact
Kansas U.S. Attorney w/copy of approved Compact

KICKAPOO TRIBE IN KANSAS

Resolution No.KT95-40

R E S O L U T I O N

WHEREAS, the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas(Kickapoo Tribe) is organized in accordance with the provisions of the Indian Reorganization Act of June 18,1934, (Statute 984), and

WHEREAS, the Kickapoo Tribe is a federally recognized Indian tribe with powers of government deriving from the Tribe's original and continuing sovereignty and from it's Treaties and Acts duly executed and entered into by Congress of the United States of America, and

WHEREAS, the governing body of the Kickapoo Tribe is the Kickapoo Tribal Council as authorized under the Kickapoo Constitution in Article III, Section 2, and

WHEREAS, under Article V,Section 1(a) grants authority to the Kickapoo Tribal Council to negotiate with Federal,State, and local governments, and

NOW,THEREFORE BE IT RESOLVED, that Emery Negonsott as Tribal Chairman is authorized to negotiate and execute on behalf of the Kickapoo Tribe a Tribal/State compact between the Kickapoo Tribe in Kansas and the state of Kansas pursuant to the Indian Gaming Regulatory Act,and

BE IT FURTHER RESOLVED, that the Tribal/State Compact between the Kickapoo Tribe in Kansas and the state of Kansas which was executed by Emery Negonsott, Tribal Chairman for the Kickapoo Tribe, and by Bill Graves, Governor of the state of Kansas, on May 11,1995, is herehby ratified and confirmed in all respects.

P.O. Box 271 • Horton, KS 66439-0271
Office: 913/486-2131 • Fax: 913/486-2801

C E R T I F I C A T I O N

The foregoing tribal resolution was adopted by the Kickapoo Tribal Council in a special session called for and by the Kickapoo Tribal Chairman held on this 11th day of May, 1995 at which 7 members of the Tribal Council were present, constituting the required quorum, with 6 voting for, 0 against, 0 abstaining, with the Chairman not voting.

Emery Negonsott

Emery Negonsott, Chairman
Kickapoo Tribal Council

ATTEST: Bobbi Darnell

Bobbi Darnell, Secretary
Kickapoo Tribal Council

State of Kansas

6-29-95

Legislative Coordinating Council

OFFICE OF THE SECRETARY
ROOM 322-S, STATEHOUSE
TOPEKA, KANSAS 66612-1592
PHONE (913) 296-2321

June 29, 1995

Lance Burr
16 E. 13th
Lawrence, KS 66044

Dear Lance:

Pursuant to your request, I hereby certify that the Legislative Coordinating Council at its June 26, 1995, meeting approved, in accordance with K.S.A. 46-2303, the tribal state gaming compact between the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas and the State of Kansas dated May 12, 1995.

Sincerely,

Norman J. Furse

Norman J. Furse, Secretary,
Legislative Coordinating Council

NJF:kll
JUN-29-1995 12:27

TRIBAL STATE GAMING COMPACT

BETWEEN

THE KICKAPOO TRIBE OF INDIANS OF THE KICKAPOO RESERVATION IN KANSAS

AND THE

STATE OF KANSAS

May 12, 1995

TABLE OF CONTENTS

Section 1: Title of Compact 2

Section 2: Policy and Purpose 2
(A) Tribal Interests in Class III Gaming 2
(B) State Interests in Class III Gaming 2
(C) Tribal Benefits 3
(D) Law Applicable to Class III Gaming 3
(E) Application of Compact 3
(F) Disclaimer 3

Section 3: Authorized Class III Gaming 4
(A) Authorized Games 5
(B) Prohibited Games 5
(C) Prohibition of Gaming By Persons Under the Age of Twenty One 5
(D) Tort Remedies for Patrons 5
(E) Liability for Damage to Persons and Property 6
(F) Gaming Locations 6
(G) Gaming on Credit 7

Section 4: Definitions Incorporated by Reference 7

Section 5: Definitions 7
(A) Class III Gaming 7
(B) Club Keno 7
(C) Compact 7
(D) Council 7
(E) Effective Date 7
(F) Game, Gaming Activity 8
(G) Gaming Employee 8
(H) Gaming Facility 8
(I) Gaming Operation 8
(J) Gaming Services 9
(K) Indian 9
(L) Indian Gaming Commission 9
(M) Indian Gaming Regulatory Act or IGRA 9
(N) Key Employee 9
(O) Lottery 10
(P) Manufacturer-Distributor 10
(Q) Management Contract 10

(R) Management Contractor 10
(S) Participate 10
(T) Person 11
(U) Primary Management Official 11
(V) Principal 11
(W) Reservation 12
(X) Revoke 12
(Y) Secretary 12
(Z) Standard Gaming Employee 12
(AA) State 12
(AB) State Gaming Agency 12
(AC) Tribal Gaming Commission 12
(AD) Tribal Gaming Regulations 12
(AE) Tribal Land 13
(AF) Tribal Law. 13
(AG) Tribal Law Enforcement Agency 13

Section 6: Persons Bound 13
(A) State 13
(B) Tribe 13

Section 7: Tribal Gaming Regulations 14
(A) Adoption of Tribal Gaming Regulations 14
(B) Additional Operational Requirements Applicable to Class Ill Gaming 15

Section 8: Retention of Rights 18

Section 9: Duration 19

Section 10: Tribal Regulation of Class III Gaming 19
(A) Tribal Gaming Commission 19
(B) Tribal Gaming Inspectors 20
(1) Employment of Inspectors 20
(2) Reporting of Violations 20
(3) Investigation by Tribal Gaming Commission 21
(4) Reporting to State Gaming Agency 21
(C) Tribe to Regulate Gaming 22
(D) Facility Security 22

Section 11: Tribal-State Quarterly Meetings 22

Section 12: State Enforcement of Compact 23
(A) Monitoring 23
(B) Access to Records 23

(C) Notification to Tribal Gaming Commission 24

Section 13: Criminal Enforcement 24
(A) Indians 24
(B) Non-Indian 25
(C) Federal Jurisdiction 25

Section 14: Civil Enforcement 25
(A) Tribal Civil Jurisdiction 25
(B) No Waiver of Sovereign Immunity 25

Section 15: Cross-Deputization Agreement 25

Section 16: Licensing and Background Investigation of Gaming Employees 25
(A) License Required of Gaming Employees 25
(B) Background Investigation of Key Employees and Standard Gaming Employees 25
(C) Background Investigation Standards 26
(D) Investigation of Non Gaming Employees 27

Section 17: Licensing of Management Contractors, Primary Management Officials and Manufacturer/Distributors 27

Section 18: Relevant Information 29

Section 19: Identification Cards 31

Section 20: Management Contract 31

Section 21: Denial of License Application for Cause 31

Section 22: Revocation or Suspension of License for Cause 33

Section 23: Accounting and Audit Procedures 35

Section 24: Tribal Records 35

Section 25: State Assessment for Costs of Oversight 36
(A) Imposition of Assessment for State Regulatory Expenditures 36
(B) Procedure for Assessments 37
(C) Procedure for Appeal of Assessments 37
(D) Adjustment of Excess Assessments 37
(E) Adjustment for Termination of Regulatory Oversight 38

Section 26: **Public Health and Safety** 38
(A) Compliance 38
(B) Emergency Service Accessibility 39
(C) Alcoholic and Cereal Malt Beverages 39
(D) Unemployment Compensation; Workers Compensation 39
(E) Consultation With Local Authorities 39

Section 27: **Contribution to Local Government** 39

Section 28: **Use of Net Revenues** 39

Section 29: **Tribal Authority in the Event that the State Declines to Exercise Jurisdiction** 40
(A) Default Authority of Tribal Gaming Commission 40
(B) Default Authority of Tribal Law Enforcement Agency 40

Section 30: **Notices** 41

Section 31: **Dispute Resolution** 42
(A) General 42
(B) Arbitration 42
(C) Enforcement 43
(D) Expenses of Dispute Resolution or Judicial Enforcement Between the Tribe and the State 43
(E) Limited Waiver of Sovereign Immunity By the Tribe and Rights to Tribal Remedies 43
(1) Limitation of Claims 43
(2) Time Period 44
(3) Recipient of Waiver 44
(4) Federal Question. 44
(5) Applicable Law 44
(6) Service of Process 44
(7) Enforcement 44
(F) Property and Funds Pledged and Assigned By the Tribe to Satisfy Enforcement Proceedings; Limitation Upon Enforcement 45
(1) Property and Funds Pledged and Assigned 45
(2) Limitation Upon Enforcement Against the Tribe 45
(G) Guarantee of Tribe Not To Revoke Waiver of Sovereign Immunity 46
(H) Credit of the Tribe 46
(I) Waiver of Sovereign Immunity By the State 46

Section 32: **Reservation of Rights under the Indian Gaming Regulatory Act** 46
(A) Tribal Right to Additional Compacts 46

(B) Status of Class II Gaming 47
(C) Taxation by the State 47
(D) Preservation of Tribal Self-Government 47

Section 33: Entire Agreement 47

Section 34: No Assignment 48

Section 35: Amendment 48

Section 36: Singular and Plural 48

Section 37: Date of Laws Adopted Herein 48

Section 38: Consistency With State Statutes 49

Section 39: Severability 49

Section 40: Authority to Execute 49

TRIBAL STATE GAMING COMPACT
BETWEEN
THE KICKAPOO TRIBE OF INDIANS OF THE
KICKAPOO RESERVATION IN KANSAS
AND THE
STATE OF KANSAS

This Compact is made and entered into by and between the KICKAPOO TRIBE OF INDIANS OF THE KICKAPOO RESERVATION IN KANSAS (hereinafter referred to as the "Kickapoo Nation" or the "Tribe") and the State of Kansas (hereinafter referred to as the "State"), pursuant to the provisions of the Indian Gaming Regulatory Act (hereinafter referred to as the "IGRA"), Public Law 100-497, 102 Stat. 2426, 25 U.S.C. §§ 2701, et seq. (1988).

Recitals:

The Tribe is a federally recognized Indian Tribe, organized pursuant to its Constitution and By-laws, approved by the Secretary of the Interior and situated on its permanent reservation located within the boundaries of Kansas.

The State, through constitutional provisions and legislative acts, has authorized limited gaming activities, and the Congress of the United States, through the Indian Gaming Regulatory Act, has authorized the Tribe to operate Class III gaming that is permitted in the State pursuant to a tribal gaming ordinance approved by the Chairman of the National Indian Gaming Commission and a compact entered into with the State for that purpose. Pursuant to its inherent sovereign authority and the IGRA, the Tribe intends to operate Class III gaming and the Tribe and State desire to negotiate a compact under the provisions of the IGRA to

authorize and provide for the regulation of such gaming. In doing so, the parties acknowledge the following policies, duties and rights of the State: to protect its residents against organized and other crime; to protect its ability to promote economic development; and to raise revenues to carry out its governmental functions.

NOW THEREFORE, in consideration of the covenants and agreements of the parties hereinbelow, the Tribe and the State agree as follows:

Section 1: Title of Compact.

This Compact shall be referred to as the "Kickapoo Tribe - Kansas Gaming Compact."

Section 2: Policy and Purpose.

(A) Tribal Interests in Class III Gaming. The Tribe's interests in Class III gaming include raising revenue to provide governmental services for the benefit of the tribal community and reservation residents, promoting public safety as well as law and order on the Reservation, realizing the objectives of economic self-sufficiency and tribal self-determination, and regulating the activities of all people within the Tribe's jurisdictional borders. Tribal programs to be funded by gaming revenues include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development and all other purposes authorized under the IGRA.

(B) State Interests in Class III Gaming. The State's interests in Class III gaming include the interplay of such gaming with the state's public policy, safety, law and other interests, as well as impacts on the state regulatory system, including its economic interest in raising revenue for its citizens. The economic benefits from tribal gaming include increased tourism and related economic development activities which

would generally benefit all of northeastern Kansas and help foster mutual understanding and respect among Indians and non-Indians.

(C) **Tribal Benefits.** The Tribe and the State mutually recognize the Tribe's belief that gaming will provide positive economic benefits to the Tribe, and the Tribe and the State recognize the need to insure that the health, safety and welfare of the public and the integrity of the gaming industry throughout the State be protected. In the spirit of cooperation, the Tribe and the State hereby agree to carry out the terms of the IGRA regarding any Class III gaming conducted on Indian lands pursuant to this Compact.

(D) **Law Applicable to Class III Gaming.** The Tribal Gaming Ordinance, that shall be adopted in accordance with the IGRA (25 U.S.C.§2710), Tribal Gaming Regulations, this Compact and applicable State law, shall govern all gaming activities or operations authorized herein. The purpose of this Compact is to provide for licensing and regulation of certain Class III gaming to benefit the Tribe economically while minimizing the possibility of corruption.

(E) **Application of Compact.** This Compact shall govern the licensing, regulation and operation of all Class III gaming conducted by the Tribe as authorized under this Compact.

(F) **Disclaimer.** The State, by and through the Governor, by the approval of this Compact is not waiving its right to withhold approval of any gaming activities on after acquired lands of the Tribe as provided in the "Indian Gaming Regulatory Act" (25 U.S.C. 2701 et seq.).

Section 3: Authorized Class III Gaming.

(A) Authorized Games. Subject to the terms and conditions of this Compact, the Tribe may conduct or operate any or all of the following Class III games:

(1) Blackjack;

(2) Poker;

(3) All other banking and non-banking card games;

(4) Craps;

(5) All other banking and non-banking dice games;

(6) Roulette;

(7) Baccarat-chemin de fer;

(8) Wheel of Fortune;

(9) Keno;

(10) Games of chance utilizing electronic gaming equipment comparable to that authorized for the Kansas Lottery (Kan. Stat. Ann. 74-8702 and 8710); and

(11) All other Class III games of chance authorized by the State in a compact with any Indian tribe.

(B) Prohibited Games.

(1) The Tribe may not conduct pari-mutuel wagering, off-track betting, sports betting, club keno or state-wide lottery gaming.

(2) The Tribe may not conduct any other Class III gaming not expressly enumerated in Subsection 3(A), without amendment of this Compact pursuant to Section 35 of this Compact; provided however, if the State of Kansas subsequently permits, or is judicially determined to permit, any additional games not included in section 3 A, nor specifically excluded in section 3 B (1), for any purpose by any person, such game(s) shall automatically be included in the games authorized Subsection 3(A), and any entity for entities permitted by the State to engage in or facilitate such gaming shall be authorized to enter into agreements with the tribe concerning such gaming.

(C) Prohibition of Gaming By Persons Under the Age of Twenty One. Any person under 21 years of age shall be prohibited from placing any wager, directly or indirectly, in any gaming activity under this Compact.

(D) Tort Remedies for Patrons. Tort claims arising from alleged injuries to patrons of the Tribe's gaming facilities shall be subject to disposition as if the Tribe was the State, pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended hereafter, which is hereby adopted by the Tribe in its entirety for this specific purpose only, provided that such Act shall not govern the Tribe's purchase of insurance and provided, further, that portions of the Act inconsistent with the provisions of the IGRA and tribal law shall not apply. However, the Tribe shall not be deemed to have

waived its sovereign immunity from suit with respect to such claims by virtue of adoption of the Kansas Tort Claims Act or by any other provision of this Compact except to the extent that such sovereign immunity is specifically waived in any liability insurance policies provided by the Tribe pursuant to Subsection 3(E).

(E) Liability for Damage to Persons and Property. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $500,000 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. The Tribe's insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy set forth above. The Tribe shall indemnify, defend and hold harmless the State, its officers, directors, employees and agents from and against any claims, damages, losses or expenses asserted against or suffered or incurred by the State or its officers, directors, employees and agents (except as may be the result of their own negligence) based upon or arising out of any bodily injury or property damage resulting or claimed to result in whole or in part from any act or omission of the Tribe relating to the inspection of any gaming-related facilities, or any rectification thereof, pursuant to this Compact or applicable tribal law regarding public health, safety and welfare.

(F) Gaming Locations. All Class III gaming authorized under this Compact shall be conducted at a facility to be established by each Tribe on its Reservation.

(G) Gaming on Credit. Gaming on credit shall be limited to checks, wire transfers, bank credit cards and bank money machine cards.

Section 4: Definitions Incorporated by Reference.

The Tribe and the State agree that this Compact shall be made subject to all definitions contained in the IGRA and all regulations promulgated by the National Indian Gaming Commission pertaining to Class III gaming.

Section 5: Definitions.

For the purposes of this Compact, each of the following terms shall have the following meaning unless a different meaning clearly appears from the context:

(A) **Class III Gaming.** "Class III Gaming" means all forms of gaming that are not Class I or Class II gaming as defined in the IGRA.

(B) **Club Keno.** "Club Keno" means the on-line lotto game conducted by the Kansas Lottery pursuant to state law.

(C) **Compact.** "Compact" means this Kickapoo Nation -Kansas Gaming Compact.

(D) **Council.** "Council" or "Tribal Council" means the governing body of the Tribe with jurisdiction to oversee and regulate all gaming on behalf of the Tribe pursuant to this Compact, and to compact with the State for any Class III gaming.

(E) **Effective Date.** "Effective Date" means the date on which this Compact has been executed by the Tribe and the State, approved by the Secretary of the Interior, and notice of such approval has been published by the Secretary in the Federal Register pursuant to the IGRA.

(F) **Game, Gaming Activity.** "Game" or Gaming Activity" means any activity, operation or game of chance in which any valuable consideration may be

wagered upon the outcome determined by chance, skill, and in which any valuable prize is awarded to the player so wagering, and any activity in furtherance thereof, including owning, financing, managing, participating in, conducting or assisting in any way in any such activity which it is being conducted, directly or indirectly, whether at the site in person or off tribal land.

(G) **Gaming Employee.** "Gaming Employee" means any natural person 18 years or older employed in the operation or management of each gaming activity or operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the gaming facility regarding any gaming activity or operation, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance personnel; cashier supervisors; dealers or croupiers; box men; floor men; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants, management companies and their principals; and any other natural person whose employment duties require or authorize access to restricted areas of each gaming activity or operation not otherwise opened to the public.

(H) **Gaming Facility.** "Gaming Facility" means any building, room or rooms in which Class III gaming as authorized by this Compact is conducted.

(I) **Gaming Operation.** "Gaming Operation" means any enterprise owned by the Tribe on its Reservation located within the boundaries of Kansas for the conduct of Class III gaming in a gaming facility.

(J) **Gaming Services.** "Gaming Services" means any goods or services to

the Tribe directly in connection with each Class III gaming activity or operation in a gaming facility, including but not limited to equipment, maintenance or security services for such gaming facility and concessions.

(K) **Indian.** "Indian" means any person who is of Indian descent who is an enrolled member of any recognized Indian Tribe under federal jurisdiction at the time of the event under consideration.

(L) **Indian Gaming Commission.** "Indian Gaming Commission" means the National Indian Gaming Commission established pursuant to the IGRA.

(M) **Indian Gaming Regulatory Act or IGRA.** "Indian Gaming Regulatory Act" or "IGRA" means the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. § 2701, et seq.

(N) **Key Employee.** "Key Employee" means any natural person employed in the operation or management of each gaming activity or operation in the capacity of (i) counting room supervisor, (ii) chief of security; (iii) custodian of gaming supplies or cash; (iv) floor manager; (v) pit boss; (vi) dealer; (vii) croupier; (viii) approver of credit; (ix) custodian of gambling devices including persons with access to cash and accounting records within such devices; (x) any other person whose total cash compensation is in excess of $50,000 per year; (xi) the four most highly compensated persons in the gaming operation; and (xii) security department employees.

(O) **Lottery.** "Lottery" means that game in which the player picks a sequence of integers of a required size, e.g. six integers, from a larger set of integers numbered consecutively, beginning with the number one, e.g. the integers from one

through forty-four, from which the set of integers is drawn at random by the lottery operator, and wins a small prize if he/she has picked three of the selected set, a larger prize if he/she has picked four of the selected set, a larger prize if he/she has picked five of the selected set, and the largest prize if he/she has picked all of the selected set. Lottery shall not include any of the Class III games authorized in Subsection 3(A), or any Class I or II gaming as defined in IGRA.

(P) Manufacturer-Distributor. "Manufacturer-Distributor" means any individual, sole proprietorship, partnership or corporation which assembles, produces, makes, prints, or supplies Class III gaming equipment or supplies for sale, lease, use, or distribution to the Tribe or a licensed gaming operator for a Class III gaming activity conducted pursuant to this Compact.

(Q) Management Contract. "Management Contract" means a management contract within the meaning of IGRA.

(R) Management Contractor. "Management Contractor" means any individual, sole proprietorship, partnership, corporation or other entity which manages any Class III gaming activity or operation on behalf of the Tribe pursuant to a management contract approved by the Chairman of the Indian Gaming Commission.

(S) Participate. "Participate" in any gaming activity or operation means manage, operate, direct, own, finance, furnish, supply or in any way assist in the establishment of, or operation of, any class III gaming activity or operation, directly or indirectly, whether at the site in person or off of the reservation.

(T) Person. "Person" means any individual, partnership, joint venture,

corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, governmental entity, and any owner, director, officer or employee of any such entity, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

(U) **Primary Management Official.** "Primary Management Official" means (i) with respect to any management contractor, the person having management responsibility for a management contract; (ii) any person who has authority to hire and fire employees or to set up working policy for the gaming operation; or (iii) the chief financial officer or other person who has financial management responsibility.

(V) **Principal.** "Principal" means with respect to any management contractor: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if it is an unincorporated business; (iv) each of its shareholders who owns more than five percent of the shares of the corporation, if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the total financing of the enterprise.

(W) **Reservation.** "Reservation" means that portion of the Kickapoo Nation Reservation, located within the boundaries of Kansas, as shown in appendix D.

(X) **Revoke.** "Revoke" means to permanently void and recall all rights and

privileges to obtain or hold a license.

(Y) Secretary. "Secretary" means the Secretary of the Interior or the Secretary's duly authorized representative.

(Z) Standard Gaming Employee. "Standard Gaming Employee" means any natural person employed in the operation or management of each gaming activity or operation as a gaming employee who is not a primary management official or key employee.

(AA) State. "State" means the State of Kansas.

(AB) State Gaming Agency. "State Gaming Agency" means such agency of the State as the State may designate as the state agency responsible for oversight of Class III gaming conducted pursuant to this Compact.

(AC) Tribal Gaming Commission. "Tribal Gaming Commission" means the Tribal Gaming Commission established by the Tribe as the agency primarily responsible for regulatory oversight of Class III gaming conducted by the Tribe.

(AD) Tribal Gaming Regulations. "Tribal Gaming Regulations" means those regulations adopted by the Tribe to regulate Class III gaming conducted pursuant to this Compact, as provided in Section 7 and attached hereto as Appendices A and B.

(AE) Tribal Land. "Tribal Land" means Indian land as defined in the IGRA.

(AF) Tribal Law. "Tribal Law" means the Tribal Gaming Ordinance, Tribal Gaming Regulations, as amended hereafter and this Compact, as amended hereafter.

(AG) **Tribal Law Enforcement Agency.** "Tribal Law Enforcement Agency" means the police force of the Tribe established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement. Members of the Tribal Law Enforcement Agency shall attend the Kansas Law Enforcement Training Center, the Highway Patrol Training Center or receive comparable training approved by the State Gaming Agency or the federal government.

Section 6: Persons Bound.

(A) State. Where the name the "State" is used in this Compact as a part thereof, such name shall be construed to include all the individuals, corporations, partnerships, enterprises, associations, districts, administrative departments, bureaus, political subdivisions, agencies, persons, permittees, and all others using, claiming or in any manner asserting any right or power under the authority of the State.

(B) Tribe. Where the name the "Tribe" is used in this Compact as a part thereof, such name shall be construed to include all the individuals, corporations, partnerships, enterprises, associations, districts, administrative departments, bureaus, political subdivisions, agencies, persons, permittees, and all others using, claiming or in any manner asserting any right or power under the authority of the Tribe.

Section 7: Tribal Gaming Regulations.

(A) Adoption of Tribal Gaming Regulations.

(1) The Tribal Gaming Commission shall adopt regulations to govern the operation and management of each gaming activity or operation conducted pursuant to this Compact. The regulations shall ensure that the interests of the

Tribe and the State relating to Class III gaming are preserved and protected. The regulations shall maintain the integrity of such gaming activity or operation and shall reduce the dangers of unfair and illegal practices in the conduct of Class III gaming.

(2) The initial regulations to govern the operation and management of each tribal gaming activity or operation shall be the standards set forth in Appendix A. The Tribal Gaming Commission shall advise the State Gaming Agency of any intent to revise the standards set forth in Appendix A and shall request the concurrence of the State Gaming Agency of such revisions. State Gaming Agency concurrence shall be deemed granted unless written disagreement within 60 days of submission of the proposed revisions is delivered to the Tribal Gaming Commission. The State Gaming Agency shall concur with the proposed revisions upon request, unless it finds that they would have a material adverse impact on the public interest in the integrity of each gaming activity or operation or are contrary to the IGRA, applicable state law, or the provisions of this Compact. If the State Gaming Agency disagrees with any such proposed revision, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet, and in good faith try to resolve the differences. If they are unsuccessful, the matter shall be resolved pursuant to Section 31.

(B) Additional Operational Requirements Applicable to Class III Gaming. The following additional requirements shall apply to each gaming activity or operation conducted by the Tribe:

(1) The Tribe shall maintain the following logs as written or computerized records which shall be available for inspection by the State gaming agency in accordance with Subsection 12(B) of this Compact: a surveillance log recording all surveillance activities in each monitoring room of the gaming facility; a security log recording all unusual occurrences for which the assignment of a security department employee is made; a cashier's cage log recording all exchanges of gaming chips for cash by persons who cannot reasonably be thought to have been gaming; a machine entry log recording all occasions on which electronic gaming equipment is opened by any mechanic or attendant, except to the extent that such entries may be automatically recorded by a computer system activated by each entry; and a machine location log, recording the location and each movement of any electronic gaming equipment within the gaming facility.

(2) The Tribal Gaming Commission shall establish a list of persons barred from the gaming facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of gaming activities of the Tribe. The Tribal Gaming Commission shall employ its best efforts to exclude persons on such list from entry into such gaming facility. The Tribal Gaming Commission shall send a copy of its list on a weekly basis to the State Gaming Agency. The Tribe shall also exclude persons engaging in disorderly conduct or other conduct jeopardizing public safety in the gaming facility.

(3) The Tribal Gaming Commission shall notify the State Gaming

Agency of the rules of each game operated by the Tribe and of any proposed change in such rules. The initial rules shall be the Gaming Rules set forth in Appendix B. The Tribal Gaming Commission shall notify the State Gaming Agency of any intent to revise the Gaming Rules set forth in Appendix B and shall request the concurrence of the State Gaming Agency of such revisions. State Gaming Agency concurrence shall be deemed granted unless written disagreement within 60 days of submission of the proposed revisions is delivered to the Tribal Gaming Commission. The State Gaming Agency shall concur with the proposed revisions upon request, unless it finds that they would have a material adverse impact on the public interest in the integrity of Class III gaming or are contrary to the IGRA, applicable state law, or the provisions of this Compact. If the State Gaming Agency disagrees with any such proposed revision, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet, and in good faith try to resolve the differences. If they are unsuccessful, the matter shall be resolved pursuant to Section 31.

(4) Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in each gaming location. Betting limits applicable to each gaming table shall be displayed at such gaming table.

(5) For each tribal gaming activity or operation there shall be provided to the Tribal Gaming Commission and the State Gaming Agency a description of its minimum requirements for supervisory staffing for each gaming table operated in

the gaming facility, and in the event that either the Tribal Gaming Commission or the State Gaming Agency regards such supervisory staffing as inadequate to protect the integrity of the table games, the Tribal Gaming Commission and State Gaming Agency shall promptly in good faith agree on supervisory staffing requirements. If agreement cannot be reached between the Tribal Gaming Commission and the State Gaming Agency, the matter shall be resolved pursuant to Section 31.

(6) The Tribal Gaming Commission shall require the audit of the gaming activities of the Tribe, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants, and the provisions of section 23.

(7) The Tribe shall maintain a record of all complimentary services provided to patrons of its gaming facility, including either the full retail price of such service or item if the same service or items is normally offered for sale to patrons in the ordinary course of business at the gaming facility, or the cost of the service or items to the Tribe if not offered for sale to patrons in the ordinary course of business. If the complimentary service or item is provided to a patron by a third party on behalf of the Tribe, such service or item shall be recorded at the actual cost to the Tribe of having the third party provide such service or item. A log recording of all such complimentary services shall be available for inspection by the State gaming agency in accordance with this Compact.

(8) No person shall be permitted to bring firearms of any kind into the

gaming facility except for members of any State or federal law enforcement agency and the Tribal law enforcement agency.

(9) The Tribal Gaming Operation shall maintain a closed circuit television system. The Tribal Gaming Operation shall provide the State Gaming Agency with copies of its floor plan and closed circuit television system and any modifications thereof for review by the State Gaming Agency.

Section 8: Retention of Rights.

Nothing in this Compact shall be construed:

(A) To affect any rights, powers, duties or abilities of the Tribe or those acting by or under its authority, in, over and to Tribal Land; nor to impair or affect the capacity of the Tribe or those acting by or under its authority to govern their internal economic affairs and the rights and obligations of its citizens except as specifically provided in this Compact;

(B) To subject any property of the Tribe, its agencies or instrumentalities to taxation by the State or political subdivisions thereof, nor to create any tax obligation on the part of the Tribe, its agencies or instrumentalities, by reason of the acquisition, construction, operation of any property or works of whatsoever kind, or to make any payments to the State or political subdivision thereof, State agency, municipality, or entity whatsoever in reimbursement for or charge for loss of taxes, or to create any tax immunities;

(C) To subject any property of the Tribe, its agencies or instrumentalities, to the laws of the State to any other extent than the extent that such laws apply pursuant to

the terms of this Compact or under the IGRA.

Section 9: Duration.

This Compact shall remain in full force and effect until one of the following events shall occur:

(A) This Compact is terminated by mutual consent of the parties;

(B) This Compact is determined to be invalid pursuant to a final, nonappealable judgment by a court of competent jurisdiction; or

(C) The Tribe duly adopts a resolution revoking tribal authority to conduct Class III gaming upon tribal land as provided for in the IGRA.

Section 10: Tribal Regulation of Class III Gaming.

(A) Tribal Gaming Commission. The Tribal Gaming Commission, appointed pursuant to the Tribal Gaming Ordinance, shall have primary responsibility for enforcing Tribal Law with respect to each tribal gaming activity or operation conducted on the Reservation pursuant to this Compact, including regulation of any management contractors, manufacturer/distributors and all gaming employees. The Tribal Gaming Commission shall also receive consumer complaints within the gaming facility and shall assist in seeking voluntary resolution of such complaints.

The Tribal Gaming Commission shall have unfettered access to all areas of the gaming facility at all times, and personnel employed by the Tribal Gaming Operation shall for such purposes provide the Tribal Gaming Commission access to locked and secured areas of the gaming facility.

(B) Tribal Gaming Inspectors.

(1) **Employment of Inspectors.** The Tribal Gaming Commission shall employ inspectors, each of whom shall be independent of each tribal gaming activity or operation and shall be supervised and accountable only to the Tribal Gaming Commission. Inspectors employed by the Tribal Gaming Commission shall be required to obtain a key gaming employee's license pursuant to this Compact.

(2) **Reporting of Violations.** At least one (1) tribal gaming inspector shall be present in the gaming facility during all hours of gaming operation, and shall have immediate access to any and all areas of each gaming activity or operation for the purpose of ensuring compliance with this Compact and applicable law. The tribal gaming inspector shall report any violation of this Compact or of applicable law by any person, whether or not such person is associated with any tribal gaming activity or operation, to the Tribal Gaming Commission, which shall forward such report to the State Gaming Agency within 72 hours after such violation is discovered.

(3) **Investigation by Tribal Gaming Commission.** The Tribal Gaming Commission shall investigate any reported violation of this compact and shall require that any such violation be corrected upon such terms and conditions as the Tribal Gaming Commission determines to be necessary. If requested by the Tribal Gaming Commission, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Commission and shall provide other requested services to insure proper compliance with this Compact

and applicable law. The Tribal Gaming Commission shall impose such fines and other sanctions provided in the Tribal Gaming Ordinance as the Tribal Gaming Commission determines to be necessary.

(4) **Reporting to State Gaming Agency.** The Tribal Gaming Commission shall report any suspected violation of this Compact and applicable law to the State Gaming Agency and the State Gaming Agency shall report any suspected violation of this Compact and applicable law to the Tribal Gaming Commission. After the Tribal Gaming Commission has completed its investigation and imposition of any fine or other sanction for a violation, the completed investigation report and such disposition shall be forwarded to the State Gaming Agency immediately. If the State Gaming Agency concludes that the disciplinary action undertaken by the Tribal Gaming Commission is inadequate, it shall so notify the Tribal Gaming Commission and if its response continues to be unsatisfactory the matter shall be resolved pursuant to Section 31.

(C) **Tribe to Regulate Gaming.** The Tribal Gaming Commission shall license and regulate all Class III gaming pursuant to this Compact and tribal law, including but not limited to, the licensing of all management contractors, primary management officials, key employees and standard gaming employees of each Class III gaming activity or operation and any manufacturer/distributor which enters into a contract with the Tribe in the amount of $10,000 or more during any one calendar year. Any discrepancy in any gaming activity or operation and any violation of this

Compact or applicable law shall be corrected immediately by the Tribe, and shall be reported immediately to the State Gaming Agency.

(D) **Facility Security.** The Tribe will prepare a plan for the protection of public safety as well as for the physical security of patrons at the gaming facility. This plan shall be developed in consultation and agreement with the State law enforcement agencies, setting forth the respective responsibilities of the Tribal law enforcement agency, the security department reporting to the facility manager and any Tribal casino surveillance department, Tribal Gaming Commission and the State law enforcement agencies.

Section 11: Tribal-State Quarterly Meetings.

In order to develop and foster a positive and effective relationship in the enforcement of this Compact, representatives of the Tribal Gaming Commission and the State Gaming Agency shall meet, on not less than a quarterly basis, to review past practices and examine methods to improve the regulatory program created by this Compact. Meetings shall take place at a location ultimately selected by the Tribal Gaming Commission and the State Gaming Agency. Prior to or during any such meeting, the Tribal Gaming Commission and the State Gaming Agency shall disclose to each other any concerns, suspected activities or pending matters reasonably believed to constitute violations of this Compact, provided that such disclosure does not compromise the interest sought to be protected.

Section 12: State Enforcement of Compact.

(A) **Monitoring.** Pursuant to this Compact, the State Gaming Agency and the Kansas Bureau of Investigation shall have the authority to monitor each tribal gaming

activity or operation to ensure that the activity or operation is conducted in compliance with this Compact. In order to monitor tribal gaming activities and operations properly, agents of the State Gaming Agency and the Kansas Bureau of Investigation shall, upon providing proper identification, have free and unrestricted access to all areas of the gaming facility during normal operating hours without giving prior notice, provided, that state monitoring activities shall not interfere with the normal functioning of any tribal gaming activity or operation.

(B) Access to Records. Agents of the State Gaming Agency and the Kansas Bureau of Investigation shall have authority to copy and review all records maintained by each tribal gaming activity or operation during normal business hours, provided, that copying and reviewing records shall be reasonably conducted so as not to interrupt normal business practices of the Tribe. Copies of records obtained pursuant to this Subsection by agents of the State Gaming Agency shall remain the property of the Tribe and shall be considered closed information pursuant to K.S.A. 1992 Supp. 45-221(11) and tribal law. Copies of records obtained pursuant to this Subsection by agents of the Kansas Bureau of Investigation shall remain the property of the Tribe and shall be considered closed information pursuant to K.S.A. 1992 Supp. 45-221(10) and tribal law. Copies of all records obtained pursuant to this Subsection shall not be voluntarily disclosed pursuant to the Kansas Open Records Act, K.S.A 45-216, et seq. In the event that a court action is initiated pursuant to K.S.A. 1992 Supp. 45-222, the Tribe shall be notified and given an opportunity to oppose disclosure. It is agreed by the parties that the records maintained by each tribal gaming activity or operation contain confidential and proprietary financial

information and that the intent of this Subsection is to provide information needed by the State to fulfill its obligations under this Compact and state law. Release of such information to private persons or businesses does not promote that intent and violates the privacy of the Tribe.

(C) **Notification to Tribal Gaming Commission.** At the completion of any inspection or investigation by the State Gaming Agency, a copy of the inspection or investigation report shall be forwarded to the Tribal Gaming Commission along with recommendations for appropriate action, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such inspection or investigation.

Section 13: Criminal Enforcement.

(A) **Indians.** Pursuant to 18 U.S.C. § 1166, in enforcing this Compact, the State shall exercise criminal jurisdiction over Indians, provided, that nothing in this Compact shall be construed to diminish the criminal jurisdiction of the State under 18 U.S.C. § 3243 or the concurrent criminal jurisdiction of the Tribe.

(B) **Non-Indian.** In enforcing the terms and provisions of this Compact the State shall exercise exclusive criminal jurisdiction over non-Indians in accordance with 18 U.S.C. § 1166 and 3243.

(C) **Federal Jurisdiction.** Nothing contained in this Compact shall deprive the federal courts of any jurisdiction which they might otherwise have.

Section 14: Civil Enforcement.

(A) **Tribal Civil Jurisdiction.** In enforcing this Compact with respect to all

transactions or activities which relate to Class III gaming on the Reservation, the Tribe shall exercise civil jurisdiction over Indians and non-Indians.

(B) No Waiver of Sovereign Immunity. Nothing in this section shall be deemed to be a waiver of the sovereign immunity of the Tribe or the State.

Section 15: Cross-Deputization Agreement.

To the extent permitted by law, the Tribe and the State agree to enter into such cross-deputization agreements as may be necessary and proper to facilitate cooperation between tribal and state law enforcement personnel.

Section 16: Licensing and Background Investigation of Gaming Employees.

(A) License Required of Gaming Employees. Every gaming employee and Tribal Gaming Inspector who participates in any Class III gaming pursuant to this Compact must be licensed by the Tribe.

(B) Background Investigation of Key Employees and Standard Gaming Employees. The Tribe, prior to hiring an applicant for a position as a key or standard gaming employee, shall obtain a release, utilizing the privacy notice required by regulations of the Indian Gaming Commission, and other information from the applicant to permit the State to conduct a background investigation upon the applicant. The application and release and, for a key employee, an investigation deposit of $3,000, shall be provided to the State Gaming Agency, which shall provide for the conduct of a background investigation and provide a written report to the Tribe regarding the applicant as soon as possible after such request but in any event within 90 days of receipt of such request, provided, that the State Gaming Agency and the Kansas Bureau of Investigation

shall not be required to reveal sources of information obtained in the course of any such inspection or investigation; failure of the State Gaming Agency to do so shall constitute State assent to issuance of a temporary license pending completion of the investigation. The Tribe may employ any person as a gaming employee who represents in writing that he meets the licensing standards of Section 21, provided, that any employee found to be in violation of any of such licensing standards during the term of his employment shall be dismissed. Criminal history data compiled by the Kansas Bureau of Investigation on each such prospective employee shall, subject to applicable state and federal law, be provided to the Tribe as part of the report regarding such applicant and to the Chief, Division of Law Enforcement Service, Bureau of Indian Affairs who shall maintain a control file of this information, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation.

(C) Background Investigation Standards. Background investigations conducted pursuant to this Section shall be conducted pursuant to the Background Investigation Standards attached hereto as Appendix C. Notwithstanding and in addition to any other provision of the Compact, background investigations shall be conducted upon every person and entity specified in, and to the extent required by, the regulations of the Indian Gaming Commission.

(D) Investigation of Non Gaming Employees. The Tribal Gaming Commission may investigate suspected misconduct of employees of the gaming facility who are not gaming employees but who are employed in ancillary facilities located within

the same building as the gaming facility. If the Tribal Gaming Commission determines that the conduct of any employee in the course of employee's employment in such ancillary facilities poses a threat to the effective regulation of gaming or creates or enhances the dangers of unfair or illegal practices, methods and activities in the conduct of gaming, such employee shall be dismissed by the Tribe from such employment with notification to the State Gaming Agency.

Section 17: Licensing of Management Contractors, Primary Management Officials and Manufacturer/Distributors.

(A) **Tribal License Required.** Every management contractor, and every primary management official thereof, which enters into a contract with the Tribe to manage any Class III gaming, and any manufacturer/distributor which enters into a contract with the Tribe in the amount of $10,000 or more during any one calendar year, must be licensed by the Tribe.

(B) Background Investigation Prior to Contract. The Tribe, prior to contracting with any management contractor with respect to any Class III gaming, or with any manufacturer/distributor for a contract in the amount of $10,000 or more during any one calendar year, shall obtain releases, utilizing the privacy notice required by regulations of the Indian Gaming Commission, and all other information from any such prospective management contractor, primary management official and principal thereof or manufacturer/distributor to permit the State to conduct a background investigation upon any such management contractor, primary management official and principal, or manufacturer/distributor. The information, together with an investigation deposit of

$3,000, shall be provided in writing to the State Gaming Agency which shall provide for the conduct of the background investigation and provide a written report to the Tribe regarding the applicant as soon as possible after such request, but in any event within 90 days of receipt of such request, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation; failure of the State Gaming Agency to do so shall constitute State assent to issuance of a temporary license pending completion of the investigation. The Tribe shall not contract with any management contractor, any primary management official or principal thereof or manufacturer/distributor which does not meet the licensing standards set forth in Section 21. Criminal history data compiled by the Kansas Bureau of Investigation on each such management contractor, primary management official and principal or manufacturer/distributor shall, subject to applicable state and federal law, be provided to the Tribe as part of the report regarding such applicant, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation.

Section 18: Relevant Information.

In the case of a background investigation of any applicant for a tribal license, a sworn statement of the applicant shall include:

(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 5 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 Subsection (2);

(4) Current business and residence telephone numbers;

(5) A description of any existing and previous business relationships with Indian Tribe, 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;

(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 a 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 10 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 (including minor traffic charges) whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application and is not otherwise listed pursuant to Subsection (8) or (9), 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 photograph;

(13) The applicant's commitment to provide any other information the Tribe, the Indian Gaming Commission or, whenever applicable, the State, deems relevant;

(14) Fingerprints consistent with procedures adopted by the Tribe consistent with regulations of the Indian Gaming Commission; and

(15) All requested financial information consistent with IGRA requirements.

Section 19: Identification Cards.

The Tribal Gaming Commission shall require all gaming employees to wear, in plain view, identification cards issued by the Tribal Gaming Commission which include photo, first name and a four digit identification number unique to the individual, a tribal seal or signature, and a date of expiration.

Section 20: Management Contract.

The Tribe may enter into a management contract for the operation and management of each Class III gaming activity or operation pursuant to the requirements and provisions of the IGRA. The Tribe shall provide its Tribal Gaming Commission and the State Gaming Agency with copies of the proposed management contract as submitted to the Indian Gaming Commission, and all correspondence and other documentation submitted to the Indian Gaming Commission in connection with the management contract at the time such management contract is submitted to the Indian Gaming Commission, and shall provide the Tribal Gaming Commission and the State Gaming Agency with copies of the statement of approval or disapproval of the management contract from the Chairman of the Indian Gaming Commission upon its receipt.

Section 21: Denial of License Application for Cause.

The Tribe shall deny a license to any applicant whenever the applicant or any person with a 5% or more ownership interest therein:

(A) Has withheld pertinent information or has made false statements on the gaming license application;

(B) Has attempted to bribe a Council member, Tribal Gaming Commission member or any other person in an attempt to avoid or circumvent tribal law or any other applicable law;

(C) Has offered something of value or accepted a loan, financing or other thing of value from a Tribal Gaming Commission member, a subordinate employee or any person participating in any gaming activity;

(D) Has knowingly promoted, played or participated in any gaming activity operated in violation of tribal law;

(E) Has been knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of gaming activity;

(F) Has been convicted of, or has entered a plea of nolo contendere to, any crime involving gaming or embezzlement;

(G) Has been determined by the Tribal Gaming Commission, the Indian Gaming Commission or the State Gaming Agency to have present or prior activities, criminal record, if any, or reputation, habits and associations which pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices in the conduct of gaming, provided, that any conviction more than five years before the commencement of employment of the Tribe shall not be considered under this Subsection.

(H) Has denied the Tribe or the State access to any place at which gaming required to be licensed under this Compact is being conducted or who has failed to produce for inspection or audit any book, record, document or other item required by this Compact or any regulations promulgated pursuant to this Compact;

(I) Has failed to pay any tribal taxes and additions to taxes, including penalties and interest;

(J) Has been found guilty of any violation or attempt or conspiracy to violate any law, rule or regulation pertaining to gaming in any jurisdiction for which suspension or termination of employment or a license might be imposed in such jurisdiction; or

(K) Has been suspended from operating any gaming in another jurisdiction or who has had a license to conduct such gaming canceled, revoked, suspended or limited for

any reason.

If the Tribe declines to deny a license as required herein, the State may seek resolution of the matter pursuant to Section 31.

Section 22: Revocation or Suspension of License for Cause.

The Tribe shall revoke or suspend a license of any licensee whenever the licensee or any person with a five percent or more interest therein, in applying for or after issuance of such license:

(A) Has withheld pertinent information or has made false statements on the gaming license application;

(B) Has attempted to bribe a Council member, Tribal Gaming Commission member or any other person in an attempt to avoid or circumvent this tribal law or any other applicable law;

(C) Has offered something of value or provided a loan, financing or other thing of value to a Tribal Gaming Commission Member, a subordinate employee or any other person participating in any tribal gaming activity.

(D) Has knowingly promoted, played or participated in any gaming activity operated in violation of tribal law;

(E) Has been knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of gaming activity;

(F) Has violated any provision of the applicable Tribal Gaming Ordinance;

(G) Has been convicted of, or has entered a plea of nolo contendere to, any crime involving gaming, or embezzlement;

(H) Has been determined by the Tribal Gaming Commission, the Indian Gaming Commission or the State Gaming Agency to have present or prior activities, criminal record, if any, or reputation, habits and associations which pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices in the conduct of gaming, provided, that any conviction more than five years before the commencement of employment of the Tribe shall not be considered under this Subsection.

(I) Has denied the Tribe or the State access to any place at which gaming required to be licensed under this Compact is being conducted or who has failed to produce for inspection or audit any book, record, document or other item required by this Compact or any regulations promulgated pursuant to this Compact;

(J) Has failed to pay any tribal taxes and additions to taxes, including penalties and interest; or

(K) Has been suspended from operating any gaming in another jurisdiction or who has had a license to conduct such gaming canceled, revoked, suspended or limited for any reason.

If the Tribe declines to revoke a license as required herein, the State may seek resolution of the matter pursuant to Section 31.

Section 23: Accounting and Audit Procedures.

As required by the IGRA, the Tribe shall engage an independent certified public accountant to audit the books and records of all gaming conducted pursuant to this Compact and shall make copies of the audit and all current internal accounting and audit procedures available to the State

Gaming Agency upon written request. The Tribe shall permit representatives of the State Gaming Agency to consult with the auditors before or after any audits or periodic checks on procedures which may be conducted by the auditors, and shall allow the State Gaming Agency to submit written or oral comments or suggestions for improvements regarding the accounting and audit procedures. In addition to the annual audit required pursuant to the IGRA, the State shall have the right to conduct a separate annual audit at its own expense, provided that such audit shall be reasonably conducted so as not to interrupt normal business practices of the Tribe.

Section 24: Tribal Records.

In addition to the records required to be created/maintained by §7(B), the Tribe shall maintain for three years the following listed records. All accounting records shall be kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. Records shall include:

(A) Revenues, expenses, assets, liabilities and equity for each area of the facility at which any component of each gaming activity or operation is conducted;

(B) Daily cash transactions for each game at each area of the facility at which any gaming activity or operation is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

(C) Individual and statistical game records to reflect statistical drop, statistical win, statistical drop by table for each game, and individual and statistical game records reflecting similar information for all other games;

(D) For electronic gaming equipment, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages;

(E) Records of all tribal enforcement activities;

(F) All audits prepared by or on behalf of the Tribe;

(G) All returned checks, hold checks or other similar credit instruments;

(H) Personnel information on all principals and gaming employees of any gaming activity or operation, including rotation sheets, hours worked, employee profiles and background checks.

Section 25: State Assessment for Costs of Oversight.

(A) Imposition of Assessment for State Regulatory Expenditures. The State shall annually make an assessment sufficient to compensate the State for the reasonable and necessary costs of regulating Class III gaming pursuant to this Compact. Reimbursable regulatory expenses under this Section shall include all necessary regulatory costs of the State Gaming Agency, the Kansas Bureau of Investigation, and the cost of tuition, room, board and all necessary instructional supplies and material for any tribal member attending the Law Enforcement Training Center, and the Highway Patrol Training Center as provided by statutes of the State.

(B) Procedure for Assessments. On or before August 1st, annually, the State shall render to the Tribe a verified, detailed statement of expenses with supporting documentation of the total cost of regulation for the preceding fiscal year ending June 30, together with proposed assessments for the forthcoming fiscal year based on the preceding fiscal year's cost, except that in the first year of this Compact the assessment shall be prospective and based upon a pro rata allocation of costs if this Compact becomes operative in the course of a fiscal year, and shall be established after consultation with the

Tribe. On September 1st annually, the State, after receiving any objections to the proposed assessments and making such changes or adjustments as may be indicated, shall assess the Tribe for the costs of regulation. The Tribe shall thereafter make a payment representing one-third of the assessment within a 20-day period, and shall make payments thereafter on January 1st and April 1st annually.

(C) Procedure for Appeal of Assessments. If the State or the Tribe is aggrieved because of any assessment levied pursuant to this Compact, it may, within 31 days from the time provided for the payment of such assessment, elect to resolve the matter pursuant to Section 31.

(D) Adjustment of Excess Assessments. In the event the arbitrators find that the total assessment paid by the Tribe during any fiscal year of the State is less than or exceeds the reasonable and necessary costs of regulating gaming operations pursuant to this Compact during such fiscal year, then the State shall adjust the assessment for the succeeding fiscal year in the amount necessary to offset such shortage or excess assessment. If the State or the Tribe are aggrieved because of any failure by the State to make such an adjustment, or the Tribe 's failure to pay the adjusted amount any claim for such adjustment shall be presented in the appeal of the assessment as provided in Section 31.

(E) Adjustment for Termination of Regulatory Oversight. If the State ends regulatory oversight during the course of a fiscal year in accordance with the terms of this Compact, then there shall be a pro rata adjustment to the assessment made by the State in accordance with Subsections 25(A) and 25(D).

Section 26: Public Health and Safety.

(A) Compliance. The construction, maintenance and operation of the tribal gaming facility shall comply with the then most recent edition of.

(1) The Uniform Building Code;

(2) The Uniform Mechanical Code;

(3) The Uniform Plumbing Code;

(4) The Uniform Fire Code;

(5) The National Electric Code;

(6) The Americans With Disabilities Act;

(7) Public health standards for food and beverage handling in accordance with United States Public Health Service requirements; and

(8) Other applicable local building codes and standards.

(B) Emergency Service Accessibility. The Tribal Gaming Commission shall make provisions for adequate emergency accessibility and service.

(C) Alcoholic and Cereal Malt Beverages. No alcoholic or cereal malt beverages shall be served or consumed on any gaming floor, nor anywhere within the gaming facility between the hours of 2:00 a.m. and 9:00 a.m. Sale, possession and consumption of alcoholic and cereal malt beverages in the gaming facility shall be regulated pursuant to state law as provided in 18 U.S.C. 1161.

(D) Unemployment Compensation; Workers Compensation. All key employees, standard gaming employees and non-gaming employees shall be covered by

Unemployment Compensation and Workers Compensation benefits equivalent to that provided by state law.

(E) **Consultation With Local Authorities.** The Tribe shall consult with appropriate state and county officials concerning maintenance and safety of roads, bridges and other infrastructure made necessary by implementation of this Compact.

Section 27: Contribution to Local Government.

Upon mutual consultation and agreement between the Tribe and the state and local governments, the Tribe agrees that certain related costs of the operation of the Class III gaming facility may be paid for from the operating revenues of the tribal facility. Such costs shall be limited to the cost of increased police patrol and necessary road improvements, if any.

Section 28: Use of Net Revenues.

Net revenues from each Class III gaming activity or operation pursuant to this Compact shall be used only for the following purposes:

(A) To fund tribal government operations or programs;

(B) To provide for the general welfare of the Tribe and its members;

(C) To promote tribal economic development;

(D) To donate to charitable organizations;

(E) To help fund operations of local government agencies; or

(F) Any other purposes permitted under the IGRA.

Section 29: Tribal Authority in the Event that the State Declines to Exercise Jurisdiction.

(A) **Default Authority of Tribal Gaming Commission.** In the event that the State fails to designate a State Gaming Agency or declines to exercise any portion of

the authority vested in the State Gaming Agency pursuant to this Compact, then the Tribal Gaming Commission shall exercise such authority and carry out the responsibilities set forth therein until and unless the State advises the Tribe in writing that it has designated such a State Gaming Agency and is prepared to exercise such authority; upon such written notice, all responsibility of the State provided for in this Compact shall automatically vest exclusively in such State Gaming Agency.

(B) Default Authority of Tribal Law Enforcement Agency. In the event that the State declines to exercise any law enforcement responsibilities vested in it pursuant to this Compact, then the Tribe, in conjunction with the federal government, shall carry out such responsibility until and unless the State advises the Tribe in writing that it agrees to exercise such responsibility; upon such written notice, all such law enforcement responsibility of the State provided for in this Compact shall automatically vest exclusively in the State.

Section 30: Notices.

Unless otherwise indicated differently, all notices, payments, requests, reports, information or demand which either party hereto may desire or may be required to give to the other, shall be in writing and shall be personally delivered or sent by telegram or first class certified or registered United States Mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as any Party shall hereinafter inform the other party hereto by written notice given as aforesaid:

Notice to the Tribe shall be sent to:

Kickapoo Tribe

P.O. Box 271
Horton, Kansas 66439-0271

Lance Burr
Attorney at Law
16 E. 13th Street
Lawrence, Kansas 66044

Notice to the State shall be sent to:

Governor's Office
State Capitol Building
Topeka, Kansas 66612,

Attorney General
2nd Floor
Kansas Judicial Center
Topeka, Kansas 66612-1597,

Provided, that notice to the State shall be sent instead to the State Gaming Agency after the Tribe is notified to do so in writing either by the Governor or by the Attorney General. Every notice, payment, request, report, information or demand so given shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

Section 31: Dispute Resolution.

(A) General. Each party warrants that it will use its best efforts to negotiate an amicable resolution of any dispute between the Tribe and the State arising from this Compact whether as to the construction or operation thereof or the respective rights and liabilities of the Tribe and the State thereunder. If the Tribe and the State are unable to negotiate an amicable resolution of a dispute within a reasonable period of time deemed to be not less than 14 days, either party may refer the matter to arbitration under

this Section.

(B) Arbitration. Arbitration may be initiated by written notice pursuant to Section 30 hereof. Within seven days thereafter, each party shall notify the other party of its nominee for an arbitrator. If the Tribe and the State can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator of the dispute. If the Tribe and the State do not agree upon the nomination of a single arbitrator, each party's nominee shall serve as arbitrator upon a panel of three, and those two arbitrators shall nominate the third to serve with them. In the event the two arbitrators fail for any reason to name the third arbitrator within two weeks after the nomination of the last nominated one of them, either nominee shall be entitled to ask the American Arbitration Society to name the third arbitrator. The arbitrators shall commence proceedings within 30 days after their appointment, and hold proceedings providing each party a fair opportunity to present its side of the dispute, together with any documents or other evidence relevant to resolution of the dispute. The arbitration decision shall be signed by the arbitrators and shall be made within 30 days after all evidence relevant to resolution of the dispute has been received by the arbitrators, but no later than 45 days after proceedings are commenced. The arbitration decision shall be final and binding upon the Tribe and the State unless, during or following completion of the arbitration proceedings, the Tribe and the State have met and arrived at a different settlement of the dispute.

(C) Enforcement. If enforcement of a settlement or arbitration decision becomes necessary by reason of failure of one or both parties to implement its terms voluntarily, or if one of the parties refuses to participate in arbitration as provided in this Section and the other party seeks enforcement of any provision of this Compact, the Tribe

and the State agree that the matter may be resolved by judicial resolution and enforcement and that venue for judicial resolution and enforcement shall be in the United States District Court for Kansas pursuant to the specific provisions of this Section.

(D) **Expenses of Dispute Resolution or Judicial Enforcement Between the Tribe and the State.** The reasonable expenses of dispute resolution by arbitration or judicial enforcement between the Tribe and the State under this Section shall be paid by the losing party unless the parties agree otherwise.

(E) **Limited Waiver of Sovereign Immunity By the Tribe and Rights to Tribal Remedies.** The Tribe hereby waives its sovereign immunity, its right to require exhaustion of tribal remedies, and its right to seek tribal remedies with respect to any dispute over this Compact, effective only if the Tribe fails to implement the terms of a settlement or arbitration voluntarily or refuses to participate in arbitration, and subject to the following specific limitations:

(1) **Limitation of Claims.** The waiver granted herein shall encompass only claims for equitable remedies, state assessments for costs of oversight provided in Section 25 and reasonable expenses of dispute resolution by arbitration or judicial enforcement provided in this Section, but shall not otherwise encompass claims which seek monetary relief, including but not limited to damages, penalties or attorneys fees.

(2) **Time Period.** The waiver granted herein shall commence as of the Effective Date of this Compact and shall continue until the date of its termination or cancellation, except that the waivers shall remain effective for any proceedings then pending, and all appeals therefrom.

(3) **Recipient of Waiver.** The waiver of sovereign immunity is limited to the State.

(4) **Federal Question.** The Tribe and the State agree that judicial resolution and enforcement of any dispute between the Tribe and the State regarding this Compact or a settlement or arbitration decision with respect thereto, involves questions of federal law.

(5) **Applicable Law.** The law governing any such suit shall be limited to applicable federal law, the common law of the United States, any State law made applicable by the IGRA and tribal law as interpreted by the Tribal Courts.

(6) **Service of Process.** In any such suit, service on the Tribe shall be effective if made by certified mail, return receipt requested, to the Chairperson of the Tribe at the address set forth in Section 30.

(7) **Enforcement.** The Tribe agrees to waive its sovereign immunity from a judgment or order which is final because either the time for appeal thereof has expired or the judgment or order is issued by a court having final appellate jurisdiction over the matter. The Tribe agrees to accept and be bound by any order or judgment of the United States District Court for Kansas or any other court having appellate jurisdiction over such Court. Further, the Tribe waives its sovereign immunity as to enforcement in any federal court of any such final judgment against the Tribe.

(F) Property and Funds Pledged and Assigned By the Tribe to Satisfy Enforcement Proceedings; Limitation Upon Enforcement.

(1) **Property and Funds Pledged and Assigned.** Property and funds

specifically pledged and assigned to satisfy any dispute resolution by arbitration or enforcement proceedings pursuant to this Section shall comprise only the following:

(a) All assets of any enterprise established by the Tribe to operate any Class III gaming activity or operation pursuant to this Compact,

(b) The distributable share of Net Profit of the Tribe from any such enterprise, any other Class III gaming activity or operation of the kind contemplated hereunder and any future Class III gaming activity or operation of the kind contemplated hereunder which is operated by the Tribe; provided that none of the above shall include any property held in trust for the Tribe or the Enterprise by the United States.

(2) **Limitation Upon Enforcement Against the Tribe.** Any award against the Tribe shall be satisfied solely from assets specified in Subsection 31(F)(1) and shall not constitute a lien upon or be collectable from any other income or assets of the Tribe, except with the Tribe's consent. Specifically, except as provided above, no award for damages, interest, attorneys fees or costs may ever be satisfied pursuant to this partial waiver of sovereign immunity against any other assets of the Tribe, their subordinate entities or officials, including money or real and personal property of every kind or description, whether on or off tribal land, derived from any source whatever other than any Class III gaming activity or operation which is operated by or for the Tribe pursuant to this Compact.

(G) **Guarantee of Tribe Not To Revoke Waiver of Sovereign Immunity.** The

Tribe agrees not to revoke its waiver of sovereign immunity contained in this Section. In the event of any such revocation, the State may, at its option, declare this Compact terminated for breach by the Tribe.

(H) **Credit of the Tribe.** Except as provided in this Section, this waiver of sovereign immunity shall not implicate or in any way involve the credit of the Tribe.

(I) **Waiver of Sovereign Immunity By the State.** The State hereby waives its sovereign immunity, effective only if the State fails to implement the terms of a settlement or arbitration voluntarily or refuses to participate in arbitration pursuant to this Compact, and subject to the specific limitations provided in Section 31 , Subsections E (1), (2) and (3).

Section 32: Reservation of Rights under the Indian Gaming Regulatory Act.

(A) **Tribal Right to Additional Compacts.** The Tribe and the State agree that by entering into this Compact, the Tribe shall not be deemed to have waived its right to initiate and pursue the procedures provided by the IGRA if the State should refuse to enter into another Compact with respect to other forms of Class III gaming, and neither the Tribe nor the State shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

(B) **Status of Class II Gaming.** Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming activity or operation as defined in the IGRA, whether conducted within or without the gaming facility, or to confer upon the State any jurisdiction over such Class II gaming activity or operation conducted by the Tribe on its reservation, including the use of electronic, computer, or other technologic aids used in connection with Class II gaming, as authorized by the IGRA and regulations

of the Indian Gaming Commission.

(C) **Taxation by the State.** Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge or assessment upon the Tribe, any management contractor or any gaming activity or operation except for the reimbursement of expenses expressly authorized pursuant to Section 25 of this Compact, nor to diminish the State's right to tax as provided by applicable federal and state law. However, to the extent that the Tribe is required under federal law to withhold federal income tax from gaming winnings, the Tribe agrees to withhold state individual income tax from gaming winnings of non-Indians in the amounts set forth in applicable Kansas law and to furnish the State with copies of all reports of gaming winnings which the Tribe is required by federal law to furnish to the Internal Revenue Service.

(D) **Preservation of Tribal Self-Government.** Nothing in this Compact shall be deemed to authorize the State to regulate in any manner the government of the Tribe, including the Tribal Gaming Commission, or to interfere in any manner with the Tribe's selection of governmental officers including members of the Tribal Gaming Commission.

Section 33: Entire Agreement.

This Compact is the entire agreement between the parties and supersedes all prior agreements whether written or oral, with respect to the subject matter hereof. Neither this Compact nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing.

Section 34: No Assignment.

Neither the State nor the Tribe may assign any of their respective right, title, or interest in this Compact, nor may either delegate any of its respective obligations and duties except as

expressly provided herein. Any attempted assignment or delegation in contravention of the foregoing shall be void.

Section 35: Amendment.

The Tribe and the State, through the Governor or the Legislature by concurrent resolution, may request negotiations to amend, modify or replace this Compact. In the event either wishes to do so, such party shall notify the other of provisions which it believes require amendment. In the event of such a request, this compact shall remain in effect until amended, modified or replaced. Such notice shall be in writing and shall be sent by certified mail to the Chairperson of the Tribe, the Director of the State Gaming Agency or any other appropriate governmental official of either. Upon receipt of such notice, the parties shall engage in good faith efforts, to resolve the issues identified in the notice. The parties shall have 180 days to negotiate amendments and all further procedures and remedies available under the IGRA shall apply. The state and the Tribe may agree to extend the 180-day period without prejudice to the rights of either party.

Section 36: Singular and Plural.

Wherever referred to herein, terms designated by the singular shall include the plural and the plural shall include the singular.

Section 37: Date of Laws Adopted Herein.

Except as provided otherwise in Subsections 3(D) and 26(A) laws adopted herein are adopted as of the effective date of this Compact.

Section 38: Consistency With State Statutes.

Notwithstanding any provision of statutes of the State, and consistent with the IGRA and this Compact, no person or entity which engages in any gaming accordance with this Compact and

the IGRA shall be in violation of any state gaming statute, criminal or civil.

Section 39: 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.

Section 40: Authority to Execute.

Each of the undersigned represents that he is duly authorized and has the authority to execute this Compact on behalf of the party for whom he is signing.

IN WITNESS WHEREOF, the parties hereto have caused this Compact to be executed as indicated below.

Kickapoo Tribe of Indians of the
Kickapoo Reservation in Kansas

Emery Negonsott, Chairman

Date: 5-12-95

State of Kansas

Bill Graves, Governor

Date: 6/28/95

Ada E. Deer

ADA E. DEER
Assistant Secretary - Indian Affairs

Date: 8-14-95

APPENDIX A

STANDARD OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

TABLE OF CONTENTS

1. Definitions . . . . . Page 1

   a. Accounting Department . . . . . Page 1
   b. Cage Cashiers . . . . . Page 1
   c. Cash Equivalent . . . . . Page 1
   d. Chief Operating Officer . . . . . Page 1
   e. Closer . . . . . Page 1
   f. Tribal Gaming Commission . . . . . Page 1
   g. Compact . . . . . Page 1
   h. Credit Slip . . . . . Page 1
   i. Drop Box . . . . . Page 1
   j. Fill Slip . . . . . Page 2
   k. Gaming Facility . . . . . Page 2
   l. Gaming Facility Supervisor . . . . . Page 2
   m. Imprest Basis . . . . . Page 2
   n. Incompatible Function . . . . . Page 2
   o. Independent Accountant . . . . . Page 2
   p. Inspector . . . . . Page 2
   q. Master Game Report . . . . . Page 2
   r. Opener . . . . . Page 2
   s. Pit . . . . . Page 3
   t. Request for Credit . . . . . Page 3
   u. Request for Fill . . . . . Page 3
   v. Security Department Member . . . . . Page 3
   w. State Gaming Agency . . . . . Page 3
   x. Table Game Drop . . . . . Page 3
   y. Table Game Win or Loss . . . . . Page 3
   z. Tribal Gaming Operation or Gaming Operation . . . . . Page 3

2. Accounting Records . . . . . Page 3

3. System of Internal Control . . . . . Page 5

4. Forms, Records, Documents and Retention . . . . . Page 5

5. Annual Audit and Other Reports . . . . . Page 6

6. Closed-Circuit Television System . . . . . Page 7

7. Organization of the Tribal Gaming Operation ..... Page 9

8. Personnel Assigned to the Operation and Conduct or Class III Gaming Activities. ..... Page 13

9. Cashier's Cage ..... Page 13

10. Accounting Controls Within the Cashier's Cage ..... Page 14

11. Drop Boxes ..... Page 16

12. Drop Boxes, Transportation To and From Gaming Stations and Storage in the Count Room ..... Page 17

13. Procedure for Exchange of Checks Submitted by Gaming Patrons ..... Page 17

14. Procedure for Depositing Checks Received from Gaming Patrons ..... Page 19

15. Procedure for Collecting and Recording Checks Returned to the Gaming Operation After Deposit ..... Page 18

16. Procedure for Accepting Cash at Gaming Stations ..... Page 20

17. Acceptance of Gratuities from Patrons ..... Page 21

18. Adoption of Rules for Class III Activities ..... Page 21

19. Station Inventories and Procedure for Opening Stations for Gaming ..... Page 21

20. Procedure for Distributing Gaming Chips and Coins to Gaming Stations ..... Page 23

21. Procedure for Removing Gaming Chips and Coins from Gaming Stations ..... Page 26

22. Procedure for Shift Changes at Gaming Stations ..... Page 29

23. Procedure for Closing Gaming Stations ..... Page 30

24. Count Room: Characteristics ..... Page 31

25. Procedure for Counting and Recording Contents of

Drop Boxes. . . . . Page 33

26. Signatures . . . . . Page 37

APPENDIX A
STANDARDS OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

1. **Definitions.** In these standards, unless the context indicates otherwise:

i.Accounting Department. "Accounting Department" is that established in the tribal gaming operation's system in accordance with these standards;

ii.Cage Cashiers. "Cage Cashiers" are the cashiers performing any of the functions in the Cashier's Cage as set forth in these standards;

iii.Cash Equivalent. "Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money orders, certified check, cashiers check, a check drawn on the tribal gaming operation payable to the patron or to the tribal gaming operation, or voucher recording cash drawn against a credit card or charge card;

iv.Chief Operating Officer. "Chief Operating Officer" is the senior executive of the tribal gaming operation exercising the overall management or authority over all the operations of the tribal gaming operation and the carrying out by employees of the tribal gaming operation of their duties;

v.Closer. "Closer" means the original of the table inventory slip upon which each table inventory is recorded at the end of each shift;

vi.Tribal Gaming Commission. "Tribal Gaming Commission" means the Tribal Gaming Commission established by the Tribe as the agency primarily responsible for regulatory oversight of Class III gaming conducted pursuant to the Class III Gaming Compact between the Kickapoo Nation and the State of Kansas.

vii.Compact. "Compact" means the Kickapoo Nation - Kansas Gaming Compact adopted pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701-2721;

viii.Credit Slip. "Credit Slip" (known as a "Credit") is the document reflecting the removal of chips and coins from a gaming station in accordance with these standards;

ix.Drop Box. "Drop Box" is the metal container attached to a gaming station for deposit of cash and certain documents received at a gaming station as provided by these standards;

x.Fill Slip. "Fill Slip" (known as a "Fill") is the document reflecting the distribution of gaming chips and coins to a gaming station as provided in these standards;

xi.Gaming Facility. "Gaming Facility" means any building, room or rooms

in which Class III gaming as authorized by the Compact is conducted;

xii.Gaming Facility Supervisor. "Gaming Facility Supervisor" means a person in a supervisory capacity and required to perform certain functions under these standards, including, but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager;

xiii.Imprest Basis. "Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which a review of the expenditure is made by a higher authority before replenishment;

xiv.Incompatible Function. "Incompatible Function" means a function, for accounting and internal control purposes, that places any person in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities;

xv.Independent Accountant. "Independent Accountant" means an independent certified public accountant suitably qualified and sufficiently independent to act as auditor of the tribal gaming operation;

xvi.Inspector. "Inspector" means an employee of the Tribal Gaming Commission duly appointed by the agency as an inspector;

xvii.Master Game Report. "Master Game Report" means a record of the computation of the win or loss for each gaming station, each game, and each shift;

xviii.Opener. "Opener" means the duplicate copy of the table inventory slip upon which each table inventory is recorded at the end of each shift and serves as the record of each table inventory at the beginning of the next succeeding shift;

xix.Pit. "Pit" means the area enclosed or encircled by an arrangement of gaming stations in which gaming facility personnel administer and supervise the games played at the tables by the patrons located on the outside parameter of the area;

xx.Request for Credit. "Request for Credit" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

xxi.Request for Fill. "Request for Fill" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

xxii.Security Department Member. "Security Department Member"

means any person who is a member of the Security Department as provided in the organization of the tribal gaming operation in accordance with these standards;

xxiii.State Gaming Agency. "State Gaming Agency" means such agency of the State of Kansas as the State of Kansas may designate as the state agency responsible for oversight of Class III gaming conducted pursuant to the Compact;

xxiv.Table Game Drop. "Table Game Drop" means the sum of the total amounts of currency and coin removed from a drop box;

xxv.Table Game Win or Loss. "Table Game Win or Loss" is determined by adding the amount of cash or coin, the amount recorded on the closer, removed from a drop box, plus credits, and subtracting the amount recorded on the opener and the total of the amounts recorded on fills removed from a drop box;

xxvi.Tribal Gaming Operation or Gaming Operation. "Tribal Gaming Operation or Gaming Operation" means any enterprise owned by the Tribe, or the Tribe in conjunction with other Kansas Tribe, on Reservation lands located within the boundaries of the State of Kansas for the conduct of Class III gaming in any gaming facility;

2. Accounting Records.

In addition to those records required to be created or maintained by the terms of the Compact.

i.The tribal gaming operation shall maintain complete, accurate and legible records of all transactions relating to the revenues and costs of the gaming operation.

ii. General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accrual basis, and shall include detailed, supporting, subsidiary records sufficient to support the subsidiary records and to meet the requirements of paragraph 11d.

iii. The forms of accounts adopted should be of a standard form which would ensure consistency, comparability, and effective disclosure of financial information.

iv. The detailed, supporting and subsidiary records shall include, but not necessarily be limited to:

(a) Records of all patrons' checks initially accepted, deposited, and returned as "Uncollected", and ultimately written off as "Uncollectible";

(b) Statistical game records to reflect drop and win amounts for each station, for each game, and for each shift;

(c) Records of investments in property and services, including equipment used directly in connection with the operation of Class III gaming;

(d) Records of amounts payable by the tribal gaming operation; and

(e) Records which identify the purchase, receipt and destruction of gaming chips used in wagering;

(f) Revenues, expenses, assets, liabilities and equity for each facility at which any component of each gaming activity or operation is conducted;

(g) Daily cash transactions for each game at each facility at which any gaming activity or operation is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

(h) Individual and statistical game records to reflect statistical drop, statistical win, statistical drop by table for each game, and individual and statistical game records reflecting similar information for all other games;

(i) For electronic games of chance, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages;

(j) Records of all tribal enforcement activities;

(k) All audits prepared by or on behalf of the Tribe;

v.All accounting records shall be kept for a period not less than three years from their respective dates.

3. System of Internal Control.

i.The tribal gaming operation shall submit to the Tribal Gaming Commission and the State Gaming Agency a description of its system of internal procedures and administrative and accounting controls before gaming operations are to commence.

ii. Each such submission shall contain both narrative and diagrammatic representation of the internal control system to be utilized by the tribal gaming operation.

iii. The submission required by paragraph A shall be signed by the executive responsible for its preparation and shall be accompanied by a report of an independent accountant stating that the principles of internal control required by these standards have been complied with.

4. Forms, Records, Documents and Retention.

i.All information required by these standards is to be placed on a form, record or document or stored on a computer disk (hereinafter "stored data") in a permanent form.

ii. Whenever duplicate or triplicate copies are required of a form, record or document:

(a) The original, duplicate and triplicate copies shall be color coded;

(b) If under these standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser; and

(c) If under these standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the Tribal Gaming Commission for investigation.

iii. Unless otherwise specified in these standards or exempted by the Tribal Gaming Commission, all forms, records, documents and stored data required to be prepared, maintained and controlled by these standards shall:

(a) Have the title of the form, record, document or stored data imprinted or pre-printed thereon or therein;

(b) Be located on Tribal Lands or such other location as is approved by the Tribal Gaming Commission, the State Gaming Agency shall be notified in writing of the location of these records; and

(c) Be retained for a period of at least three years in a manner that assures reasonable accessibility to inspectors of the Tribal Gaming Commission and personnel of the State Gaming Agency.

5. Annual Audit and Other Reports.

i.The Tribal Gaming Commission shall, at the expense of the Tribal gaming operation, cause each gaming operation's annual financial statements to be audited by an independent accountant in accordance with generally accepted auditing standards.

ii. The annual financial statements shall be prepared on a comparative basis

for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.

iii. Two copies of the audited financial statements, together with the report thereon of the tribal gaming operation's independent accountant shall be filed with the Tribal Gaming Commission, and two copies shall be filed with the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year. Extensions may be granted by the Tribal Gaming Commission for extenuating circumstances.

iv. The tribal gaming operation shall require its independent accountant to render the following additional reports:

(a) A report on material weakness in accounting and internal controls. Whenever, in the opinion of the independent accountant, there exists no material weaknesses in accounting and internal controls, the report shall say so; and

(b) A report expressing the opinion of the independent accountant that, based on his or her examination of the financial statements, the tribal gaming operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and internal control on file with the Tribal Gaming Commission. Whenever, in the opinion of the independent accountant, the tribal gaming operation has deviated from the systems of accounting and internal controls filed with the Tribal Gaming Commission, or the accounts, records, and control procedures examined are not maintained by the tribal gaming operation in accordance with the Compact and these standards, the report shall enumerate such deviations, regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and internal controls.

v. Two copies of the reports required by paragraph D and two copies of any other reports on accounting and internal control, administrative controls, or other matters relating to the tribal gaming operation's accounting or operating procedures rendered by the tribal gaming operation's independent accountant, shall be retained on file by the Tribal Gaming Commission and filed with the State Gaming Agency by the tribal gaming operation within 120 days following the end of each fiscal year or within 30 days of completion whichever is earlier.

Extensions may be granted by the Tribal Gaming Commission for extenuating circumstances.

6. Closed-Circuit Television System.

i.The tribal gaming operation shall install a closed-circuit television system according to the following specifications.

ii. The closed-circuit television system shall include, but need not be limited to the following:

(a) Light sensitive cameras (some with zoom, scan and tilt capabilities) to effectively and clandestinely monitor in detail and from various vantage points, the following:

1)The gaming conducted at each gaming table in the gaming facility, the activities in the gaming facility pits, and electronic gaming equipment;

2)The operations conducted at and in the cashier's cage;

3)The count processes conducted in the count rooms in conformity with these standards;

4)The movement of cash, gaming chips, drop boxes, and drop buckets in the establishment;

5)The entrances and exits to the gaming facility and the count rooms; and

6)Such other areas as the Tribal Gaming Commission designates.

(b) Video units with time and date insertions capabilities for taping what is being viewed by any camera of the system; and

(c) The monitoring room in the establishment which shall be in use at all times by the employees of the security department assigned to monitor the activities in the gaming facility and which may be used as necessary by the inspectors of the Tribal Gaming Commission and agents of the State Gaming Agency.

iii. Adequate lighting shall be present in all areas, including gaming stations and pits, where closed-circuit camera coverage is required.

a.The tribal gaming operation shall be required to maintain for a period of at least three years a surveillance log of all surveillance activities in the monitor room. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:

(a) Date and time of surveillance;

(b) Person initiating surveillance;

(c) Reason for surveillance;

(d) Time of termination of surveillance;

(e) Summary of the results of the surveillance;

(f)A record of any equipment or camera malfunctions.

i.The surveillance log shall be available for inspection at any time by inspectors of the Tribal Gaming Commission and agents of the State Gaming Agency.

ii. Video or audio tapes shall be retained for at least seven days and at least 30 days in the case of tapes of evidentiary value, or for such longer period as the Tribal Gaming Commission or the State Gaming Agency may require.

g. Entrances to the closed-circuit television monitoring rooms shall not be visible from the gaming facility area.

7. Organization of the Tribal Gaming Operation.

i.The tribal gaming operation shall have a system of internal control that includes the following:

(a) Administrative control, which includes, but is not limited to, the plan of organization and the procedures and records that are concerned with the decision processes leading to management's authorization of transactions; and

(b) Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurance that:

(i) Transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these standards;

(ii) Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these standards, and to maintain

accountability for assets;

(iii) Access to assets is permitted only in accordance with management's authorization which shall include the requirements of these standards; and

(iv) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

ii. The tribal gaming operation's system of internal control shall provide for:

(a) Competent personnel with an understanding of prescribed procedures; and

(b) The segregation of incompatible functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties;

a. The tribal gaming operation shall, at a minimum, establish the following departments:

(a)A security department supervised by a department head, which shall cooperate with, yet perform independently of, all other departments and shall report directly to the facility manager of the tribal gaming operation regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the implementation of all procedures and policies to insure the safety and protection of the facility, its customers and employees.

(b)A surveillance department supervised by a Director, which reports directly to the Tribal Council. The surveillance department shall be responsible for, but not limited to the following:

1)The clandestine surveillance of the operation and conduct of the gaming activities;

2)The clandestine surveillance of the operation of the cashier's cage;

3)The audio-video taping of activities in the count rooms;

4)The detection of cheating, theft, embezzlement, and other illegal activities in the gaming facility, count rooms, and

cashier's cage;

5)The video taping of illegal and unusual activities monitored; and

6)The notification of appropriate gaming facility supervisors, and the Tribal Gaming Commission upon the detection or taping of cheating, theft, embezzlement, or other illegal activities.

No present or former surveillance department employee shall be employed in any other capacity in the tribal gaming operation unless the Tribal Gaming Commission, upon petition approves such employment in a particular capacity upon a finding that: (1) one year has passed since the former surveillance department employee worked in the surveillance department; and (2) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee in the capacity proposed; and (3) errors, irregularities or illegal acts cannot be perpetuated and concealed by the former surveillance system in the capacity in which the former surveillance department employee will be employed.

(c)A gaming facility department supervised by a gaming facility manager who shall perform independently of all other departments and shall report directly to the Chief Operating Officer. The gaming facility manager shall be responsible for the operating and conduct of all Class III activities conducted in the gaming facility.

(D)A gaming facility accounting department, the supervisor of which shall report directly to the Chief Operating Officer. The supervisor's responsibilities shall include, but not be limited to, the following:

1)Accounting controls;

2)The preparation and control of records and data required by these standards,

3)The control of stored data, the supply of unused forms, the accounting for and comparing of forms used in the gaming operation and required by these standards; and

(e)A cashier's cage supervised by a cage supervisor who shall supervise cage cashiers and cooperate with, yet perform independently of, the gaming facility and security department, and shall be under the supervision of, and report directly to the Chief Operating Officer. The cashier's cage supervisor shall be responsible for, but not limited to the following:

1)The custody of currency, coin, patron checks, gaming chips, and documents and records normally associated with

the operation of a cashier's cage;

2)The approval, exchange, redemption and consolidation of patron checks received for the purpose of gaming in conformity with standards;

3)The receipt, distribution and redemption of gaming chips in conformity with these standards; and such other functions normally associated with the operation of a cashier's cage.

i.The tribal gaming operation's personnel shall be trained in all accounting and internal control practices and procedures relevant to each employee's individual function. Special instructional programs shall be developed by the tribal gaming operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their function.

8. Personnel Assigned to the Operation and Conduct or Class III Gaming Activities.

a. Table games shall be operated by dealers or croupiers who shall be the persons assigned to each gaming station.

b. A pit boss shall be the supervisor assigned the responsibility for the overall supervision of the operation and conduct of gaming at the table games played within the pits and shall oversee any intermediate supervisors assigned by the tribal gaming operation to assist in supervision of table games in the pits.

c. A gaming facility shift manager shall be the supervisor assigned to each shift with the responsibility for the supervision of table games conducted in the gaming facility. In the absence of the gaming facility manager, the gaming facility shift manager shall have the authority of a gaming facility manager.

d. Nothing in this standard shall be construed to limit the tribal gaming operation from utilizing personnel in addition to those described herein.

9. Cashier's Cage.

i.As part of the gaming operation there shall be on or immediately adjacent

to the gaming floor a physical structure known as the cashier's cage ("cage") to house the cashiers and to serve as the central location for the following:

(a) The custody of the cage inventory comprising currency, coin, patron checks, gaming chips, forms, documents and records normally associated with the operation of a cage;

(b) The approval of patron checks for the purpose of gaming in conformity with these standards:

(c) The receipt, distribution, and redemption of gaming chips in conformity with these standards; and

(d) Such other functions normally associated with the operation of a cage.

ii. The tribal gaming operation shall have a reserve cash bankroll in addition to the imprest funds normally maintained by the cashier's cage on hand in the cashier's cage or readily available to the cashier's cage at the opening of every shift in a minimum amount established by the tribal gaming operation.

iii. The cage shall be designed and constructed to provide maximum security including, at a minimum, the following:

(a)A fully enclosed structure except for an opening through which items such as gaming chips, checks, cash, records, and documents can be passed to service the public and gaming stations;

(b) Manually triggered silent alarm systems connected directly to the monitoring rooms of the closed-circuit television system and the security department office; Access shall be through a locked door. The system shall have closed-circuit television coverage which shall be monitored by the gaming facility security department.

iv. The tribal gaming operation shall place on file with the Tribal Gaming Commission the names of all persons authorized to enter the cage, those who possess the combination or the keys or who control the mechanism to open the locks securing the entrance to the cage, and those who possess the ability to operate the alarm systems.

10. Accounting Controls Within the Cashier's Cage.

i.The assets for which the cashiers are responsible shall be maintained on an imprest basis. At the end of each shift, the cashiers assigned to the outgoing shift, shall record on a cashier's count sheet the face value of each cage inventory item counted and the total of the opening and closing cage inventories and shall

reconcile the total closing inventory with the total opening inventory.

(a) Cashiers functions shall be, but are not limited to the following:

1)Receive cash, checks, and gaming chips from patrons for check consolidations, total or partial redemptions or substitutions;

2)Receive gaming chips from patrons in exchange for cash;

3)Receive cash equivalents from patrons in exchange for currency or coin,

4)Receive documentation with signatures thereon, required to be prepared for the effective segregation of functions in the cashier's cage; and

5)Receive from security department members, chips and coins removed from gaming stations in exchange for the issuance of a credit;

6)Receive from security department members, requests for fills in exchange for the issuance of a fill and the disbursal of gaming chips;

7)Receive cash from the coin and currency count rooms;

8)Prepare the overall cage reconciliation and accounting records; and

9)Perform such other functions as necessary to ensure proper accountability consistent with these standards.

10) The tribal gaming operation in its discretion may utilize the necessary number of independent cashiers to ensure compliance with these standards.

ii. Signatures attesting to the accuracy of the information contained on the following sheets shall be, at a minimum:

(a) On the cashiers count sheet, the fill bank closeout sheet, and the main bank closeout sheet, the signatures of the cashiers assigned to the incoming and outgoing shifts.

iii. At the conclusion of gaming activity each day, at a minimum, copies of the cashier's count sheet, recapitulation, fill, main, and related documentation, shall be forwarded to the accounting department for agreement of opening and closing inventories, and agreement of amounts thereon to other forms, records and documentation required by these standards or for the recording of transactions.

11. Drop Boxes.

i.Each gaming station in a gaming facility shall have attached to it a metal container known as a "Drop Box", in which shall be deposited all cash, duplicated fills and credits, requests for fills and credits, and station inventory forms.

ii. Each drop box shall have:

(a) One separate lock securing the contents placed into the drop box, the key to which shall be different from any other key;

(b)A separate lock securing the drop box to the gaming stations, the key to which shall be different from the key to the lock securing the contents of the drop box;

(c) An opening through which currency, coins, forms, records and documents can be inserted into the drop box;

(d) Permanently imprinted or impressed thereon, and clearly visible a number corresponding to a permanent number on the gaming station to which it is attached, and a marking to indicate game and shift, except that emergency drop boxes may be maintained without such number or marking, provided the word "emergency" is permanently imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the gaming station and identification of the game and shift.

iii. The key utilized to unlock the drop boxes from the gaming stations shall be maintained and controlled by the Security Department.

iv. The key to the lock securing the contents of the drop boxes shall be maintained and controlled by the Tribal Gaming Commission.

12. Drop Boxes, Transportation To and From Gaming Stations and Storage in the

Count Room.

i.All drop boxes removed from the gaming stations shall be transported, at a minimum, by one security department member and one employee of the tribal gaming operation directly to, and secured in, the count room.

ii. All drop boxes, not attached to a gaming station, shall be sorted in the count room in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. The key to one lock shall be maintained and controlled by the security department and the key to the second lock shall be maintained and controlled by the Tribal Gaming Commission inspector.

iii. Drop boxes, when not in use during a shift may be stored on the gaming stations provided that there is adequate security. If adequate security is not provided during this time, the drop boxes shall be stored in the count room in an enclosed storage cabinet or trolley as required in paragraph B.

13. Procedure for Exchange of Checks Submitted by Gaming Patrons.

i.No person acting on behalf of or under any arrangement with the tribal gaming operation, and no person acting on behalf of or under any arrangement with the tribal gaming commission, shall make any loan, or otherwise provide or allow to any person any credit or advance of anything of value or which represents value to enable any person to take part in gaming activity as player; provided, that nothing in these standards shall restrict the use of any automatic device for providing cash advances on patrons' credit card or bank cards in accordance with normal commercial practices; provided, further, that nothing in these standards shall restrict the use of patron checks when utilized in accordance with these standards.

ii. All personal checks sought to be exchanged in the tribal facility by a patron shall be:

(a) Drawn on a financial institution and payable on demand;

(b) Drawn for a specific amount;

(c) Made payable to the tribal gaming operation; and

(d) Currently dated, but not post dated.

iii. All checks sought to be exchanged at the cashiers' cage shall be:

(a) Presented directly to the cashier who shall:

1)Restrictively endorse the check "for deposit only" to the tribal gaming operation's bank account;

2)Initial the check;

3)Date and time stamp the check;

4)Immediately exchange the check for currency and coin in an amount equal to the amount for which the check is drawn; and

5)Forward all patron checks to the main bank cashier.

iv. Prior to acceptance of a travelers check from a patron, the general cashier shall verify its validity by:

(a) Requiring the patron to countersign the travelers check in his or her presence;

(b) Comparing the countersignature with the original signature on the travelers check;

(c) Examining the travelers check for any other signs of tampering, forgery or alteration; and

(d) Performing any other procedures which the issuer of the travelers check requires in order to indemnify the acceptor against loss.

v.Prior to the acceptance of any tribal gaming operation check from a patron, a general cashier shall examine that patron's identification credentials to ensure the patron's identity and shall maintain documentation supporting that examination.

vi.A person may obtain cash at the cashier's cage to be used for gaming purposes by presenting a recognized credit card to a general cashier. Prior to the issuance of cash to a person, the general cashier shall verify through the recognized credit card company the validity of the person's credit card or shall certify through a recognized electronic funds transfer company which, in turn, verifies through the credit card and shall obtain approval for the amount of cash the person has requested. The general cashier shall then prepare such documentation as required by the tribal gaming operation to evidence such transactions and to

balance the imprest fund prior to the issuance of the cash.

14. Procedure for Depositing Checks Received from Gaming Patrons.

a. All checks received in conformity with these standards shall be deposited in the tribal gaming operation's bank account in accordance with the tribal gaming operations normal business practice, but in no event later than seven days after receipt.

b. In computing a time period prescribed by this section, the last day of the period shall be included unless it is a Saturday, Sunday, or a state or federal holiday, in which event the time period shall run until the next business day.

c. Any check deposited into a bank will not be considered clear until a reasonable time has been allowed for such check to clear the bank.

15. Procedure for Collecting and Recording Checks Returned to the Gaming Operation After Deposit.

vii. All dishonored checks returned by a bank ("returned checks") after deposit shall be returned directly to, and controlled by accounting department employees.

viii. No person other than one employed within the accounting department may engage in efforts to collect returned checks except that a collection company or an attorney-at-law representing the tribal gaming operation may bring action for such collection. Any verbal or written communication with patrons regarding collection efforts, shall be documented in the collection section.

ix. Continuous records of all returned checks shall be maintained by accounting department employees. Such records shall include, at a minimum, the following:

(a) The date of the check;

(b) The name and address of the drawer of the check;

(c) The amount of the check;

(d) The date(s) the check was dishonored;

(e) The date(s) and amount(s) of any collections received on

the check after being returned by a bank.

x.A check dishonored by a bank may be immediately redeposited if there is sufficient reason to believe the check will be honored the second time.

xi. If a check is dishonored a second time, the name of the person who submitted the check shall be kept in a log, and available to the cashier. Such person shall be prohibited from submitting a future check until the amount owed is paid in full.

14. Procedure for Accepting Cash at Gaming Stations.

i.The cash shall be spread on the top of the gaming station by the croupier or dealer, accepting it in full view of the patron who presented it and the facility supervisor specifically assigned to such gaming station.

ii. The amount of cash, if $50.00 or over, shall be announced by the croupier or dealer accepting it in a tone of voice calculated to be heard by the patron who presented the cash and the facility supervisor specifically assigned to such gaming station.

15. Acceptance of Gratuities from Patrons.

i.No tribal gaming operation employee directly concerned with management, accounting, security or surveillance shall solicit or accept any tip or gratuity from any player or patron.

ii. The tribal gaming operation shall establish a procedure for accounting for all tips received by other gaming employees.

iii. Upon receipt from a patron of a tip, a croupier or dealer assigned to a gaming station shall tap the table or wheel and extend his or her arm to show the pit boss that he has received a tip and immediately deposit such tip in the tip box. Tips received shall be retained by employees or pooled among employees in such manner as determined by the tribal gaming operation.

16. Adoption of Rules for Class III Activities.

i.Gaming activities shall be conducted in accordance with the Gaming Rules as set forth in the Compact, as those rules may be properly amended from time to time.

ii. In addition to the Gaming Rules described in paragraph A above, the Tribal

Gaming Commission shall also adopt standards and specifications for chips and other gaming equipment used in the tribal gaming operation. Copies of these standards and specifications shall be provided to the State Gaming Agency.

17. Station Inventories and Procedure for Opening Stations for Gaming.

i.Whenever a gaming station is opened for gaming, operations shall commence with an amount of gaming chips and coins to be known as the "Station Inventory" and the tribal gaming operation shall not cause or permit gaming chips or coins to be added to or removed from such station inventory during the gaming day except:

(a) In exchange for cash;

(b) In payment of winning wagers and collection of losing wagers made at such gaming station;

(c) In exchange for gaming chips received from a patron having an equal aggregate face value; and

(d) In conformity with the fill and credit procedures described in these standards.

ii. Each station inventory and the station inventory slip prepared in conformity with the procedures set forth in these standards shall be stored during non-gaming hours in a separate locked, clear container which shall be clearly marked on the outside with the game and the gaming station number to which it corresponds. The information on the station inventory slip shall be visible from the outside of the container. All containers shall be stored either in the cashier's cage during non-gaming hours or secured to the gaming station subject to arrangements for security approved by the Tribal Gaming Commission.

iii. The keys to the locked containers containing the station inventories shall be maintained and controlled by the gaming facility department in a secure place and shall at no time be made accessible to any cashier's cage personnel or to any person responsible for transporting such station inventories to or from the gaming stations.

iv. Whenever gaming stations are to be opened for gaming activity, the locked container securing the station inventory slip shall be unlocked by the gaming facility supervisor assigned to such station.

v.A croupier or dealer assigned to the gaming station shall count the

contents of the container in the presence of the gaming security officer or pit boss assigned to such station and that person must agree with his count before the container or its contents may be removed.

vi. Signatures attesting to the accuracy of the information on the opener shall be placed on such opener by the croupier or dealer assigned to the station and the gaming facility supervisor that observed the croupier or dealer count the contents of the container.

vii. Any discrepancy between the amount of gaming chips and coins counted and the amount of the gaming chips and coins recorded on the opener, shall be immediately reported to the gaming facility manager, assistant gaming facility manager, or gaming facility shift manager in charge at such time, the security department and the Tribal Gaming Commission inspector verbally. Security will complete the standard security report in writing and immediately forward a copy to the Tribal Gaming Commission.

viii. After the count of the contents of the container and the signing of the opener, such slip shall be immediately deposited in the drop box attached to the gaming station by the croupier or dealer after the opening of such station.

18. Procedure for Distributing Gaming Chips and Coins to Gaming Stations.

i.A request for fill ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a fill slip ("Fill") for the distribution of gaming chips and coins to gaming stations. The request shall be prepared in a duplicate form and restricted to gaming facility supervisors.

ii. On the original and duplicate of the request, the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;

(b) The denomination of gaming chips or coins to be distributed to the gaming stations,

(c) The total amount of each denomination of gaming chips or coins to be distributed to the gaming stations;

(d) The game and station number to which the gaming chips or coins are to be distributed;

(e) The signature of the gaming facility supervisor; and

(f) The signature of the security department member.

iii. After preparation of the request, the original of such request shall be transported directly to the cashier's cage.

iv. The duplicate copy of the request shall be placed by the croupier or dealer in public view on the gaming station to which the gaming chips or coins are to be received. Such duplicate copy shall not be removed until the chips and coins are received, at which time the request and fill are deposited in the drop box.

v.A fill shall be prepared by a cashier whenever gaming chips or coins are distributed to the gaming stations from the cashier's cage.

vi. Fills shall be serially pre-numbered forms, and each series of fills shall be used in sequential order, and the series of numbers of all fills received by a gaming facility shall be separately accounted. All the originals and duplicates of void fills shall be marked "VOID" and shall require the signature of the preparer.

vii. The following procedures and requirements shall be observed with regard to fills:

(1) Each series of fills shall be in triplicate form to be kept in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still located in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser;

(2) Access to the triplicate copy of the form shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of fills, placing fills in the dispensers, and removing from the dispensers, each day, the triplicate copies remaining therein.

viii. On the original, duplicate and triplicate copies of the fill, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins being distributed;

(b) The total amount of the gaming chips or coins being distributed;

(c) The total amount of all denominations of gaming chips or coins being distributed;

(d) The game and station number to which the gaming chips or coins are being distributed:

(e) The date and shift during which the distribution of gaming chips or coins occur; and

(f) The signature of the preparer.

ix. Upon preparation, the time of preparation of the fill shall be recorded, at a minimum, on the original and the duplicate.

x.All gaming chips or coins distributed to the gaming stations from the cashier's cage shall be transported directly to the gaming stations from the cashier's cage by a security department member who shall agree to the request to the fill and sign the original of the request, maintained at the cashier's cage, before transporting the gaming chips or coins and the original and duplicate of the fill for signature.

xi. Signatures attesting to the accuracy of the information contained on the original and duplicate of the fills shall be, at a minimum, of the following personnel at the following times:

(a) The cashier upon preparation;

(b) The security department member transporting the gaming chips or coins to the gaming station upon receipt from the cashier of gaming chips or coins to be transported;

(c) The croupier or dealer assigned to the gaming station upon receipt;

(d) The gaming facility supervisor assigned to the gaming station, upon receipt of the gaming chips or coins at such station.

xii. Upon meeting the signature requirements as described in paragraph K, the security department member that transported the gaming chips or coins and the original and duplicate copies of the fill to the station, shall observe the immediate placement by the croupier or dealer of the duplicate fill and duplicate request in the drop box attached to the gaming station to which the gaming chips or coins were transported and return the original fill to the fill bank where the original fill and request shall be maintained together and controlled by employees independent of

the gaming facility department.

M. The original and duplicate "VOID" fills, the original request and the original fill, maintained and controlled in conformity with paragraph L shall be forwarded to:

(a) The count team for agreement with the duplicate copy of the fill and duplicate copy of the request removed from the drop box after which the original and duplicate copy of the request and the original and duplicate copy of the fill shall be forwarded to the accounting department for endorsement, on a daily basis, with the triplicate; or

(b) The accounting department for agreement, on a daily basis, with the duplicate fill and duplicate copy of the request removed from the drop box and the triplicate.

19. Procedure for Removing Gaming Chips and Coins from Gaming Stations.

i.A request for credit ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a credit ("Credit") for the removal of gaming chips and coins to the cashier's cage. The request shall be in duplicate form and access to such form shall, prior to use, be restricted to gaming facility supervisors.

ii. On the original and the duplicate copy of the request the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;

(b) The denomination of gaming chips or coins to be removed from the gaming station;

(c) The total amount of each denomination of gaming chips or coins to be removed from the gaming station;

(d) The game and station number from which the gaming chips and coins are to be removed; and

(e) The signature of the gaming facility supervisor and croupier or dealer assigned to the gaming station from which gaming chips or coins are to be removed.

iii. Immediately upon preparation of a request and transfer of gaming chips

or coins to a security department member, a gaming facility supervisor shall obtain on the duplicate copy of the request, the signature of the security department member to whom the gaming chips or coins were transferred and the croupier or dealer shall place the duplicate copy in public view on the gaming station from which the gaming chips or coins were removed, and such request shall not be removed until a credit is received from the fill bank at which time the request and credit are deposited in the drop box.

iv. The original of the request shall be transported directly to the cashier's cage by the security department member who shall at the same time transport the gaming chips or coins removed from the gaming station.

v. A credit shall be prepared by a fill bank cashier whenever gaming chips or coins are removed from the gaming stations to the cashier's cage.

vi. Credits shall be serially pre-numbered forms, each series of credits shall be used in sequential order, and the series number of all credits received by a gaming facility shall be separately accounted for. All original and duplicate copies of credits shall be marked "VOID" and shall require the signature of the preparer.

vii. The following procedures and requirements shall be observed with regard to credits:

(a) Each series of credits shall be a three-part form and shall be inserted in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still locked in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser.

(b) Access to the triplicate shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of credits, placing credits the dispensers, and removing from the dispensers, each day, the triplicates remaining therein.

viii. On the original, duplicate and triplicate copies of a credit, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins removed from the gaming station to the cashier's cage;

(b) The total amount of each denomination of gaming chips or coins removed from the gaming station to the cashier's cage;

(c) The total amount of all denominations of gaming chips or coins removed from the gaming station to the cashier's cage;

(d) The game and station number from which the gaming chips or coins were removed;

(e) The date and shift during which the removal of gaming chips or coins occurs; and

(f) The signature of the preparer.

ix. Upon preparation, the time of preparation of the credit shall be recorded, at a minimum, on the original and duplicate copy.

x.Signatures attesting to the accuracy of the information contained on the original and duplicate copy of a credit shall be, at a minimum, of the following personnel at the following times:

(a) The fill bank cashier upon preparation;

(b) The security department member transporting the gaming chips or coins to the cashier's cage;

(c) The croupier or dealer assigned to the gaming station upon receipt of such station from the security department member; and

(d) The gaming facility supervisor assigned to the gaming station upon receipt at such station.

xi. Upon meeting the signature requirements as described in paragraph J, the security department member transporting the original and duplicate copies of the credit to the gaming station, shall observe the immediate placement by the croupier or dealer of the duplicate copies of the credit and request in the drop box attached to the gaming station from which the gaming chips or coins are removed. The security department member shall expeditiously return the original credit to the fill bank where the original of the credit and request shall be maintained together, and controlled by employees independent of the gaming facility department.

xii. The original and duplicate copies of "VOID" credits and the original request and credit, maintained and controlled in conformity with paragraph K shall be forwarded to:

(a) The count team for agreement with the duplicate credit and

the duplicate request removed from the drop box, after which the request and the original and duplicate credit shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate; or

(b) The accounting department for agreement, on a dally basis, with the duplicate copies of the credit and request removed from the drop box and the triplicate.

20. Procedure for Shift Changes at Gaming Stations.

i.Whenever gaming stations are to remain open for gaming activity at the conclusion of a shift, the gaming chips and coins remaining at the gaming stations at the time of the shift change shall be counted by either the croupier or dealer assigned to the outgoing shift, and the croupier or dealer assigned to the incoming shift, or the croupier or dealer assigned to the gaming station at the time of a drop box shift change which does not necessarily coincide with an employee shift change. The count shall be observed by the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

ii. The gaming chips and coins counted shall be recorded in the station inventory slip by the gaming facility supervisor assigned to the gaming station of the outgoing shift or the gaming facility supervisor assigned to the gaming station at the time of the drop box shift change.

iii. Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;

(b) The game and station number;

(c) The total value of each denomination of gaming chips and coins remaining at the Station.

iv. Signatures attesting to the accuracy of the information recorded on the station inventory slips shall be of either the croupier or dealer and the gaming facility manager assigned to the gaming station at the time of a drop box shift change.

v.Upon meeting the signature requirements as described in paragraph 22.d, the closer shall be deposited in the drop box that is attached to the gaming station

immediately prior to the change of shift at which time the drop boxes shall then be removed and the opener shall be deposited in the replacement drop box that is to be attached to the gaming stations immediately following the change of shift. The triplicate shall be forwarded to the accounting department by a security department member.

21. Procedure for Closing Gaming Stations.

i.Whenever the daily gaming activity at each gaming station is concluded, the gaming chips and coins on the gaming station shall be counted by the croupier or dealer assigned to the gaming station and observed by a gaming facility supervisor assigned to the gaming station, and that station float shall be brought back to the imprest value.

ii. The gaming chips and coins counted shall be recorded on a station inventory slip by the gaming facility supervisor assigned to the gaming station.

iii. Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;

(b) The game and station number;

(c) The total value of each denomination of gaming chips and coins remaining at the stations; and,

(d) The total value of all denominations of gaming chips and coins remaining at the gaming stations.

iv. Signatures attesting to the accuracy of the information recorded on the station inventory slips at the time of closing of the gaming stations shall be of the croupier or dealer and the gaming facility supervisor assigned to the gaming station who observed the croupier or dealer count the contents of the station inventory.

v.Upon meeting the signature requirements specified in paragraph D, the closer shall be deposited in the drop box attached to the gaming station immediately prior to the closing of the station.

vi. The triplicate copy of the station inventory slip shall be forwarded to the accounting department by a security department member.

vii. Upon meeting the signature requirements specified in paragraph D, the opener and the gaming chips remaining at the station shall be placed in the clear container provided for that purpose as specified in these standards after which the container shall be locked.

viii. At the end of each gaming day, if the locked containers are transported to the cashier's cage, a cage cashier shall determine that all locked containers have been returned or, if the locked containers are secured to the gaming station, a gaming facility supervisor shall account for all the locked containers.

22. Count Room: Characteristics.

i.As part of the gaming operation, there shall be a room specifically designated for counting the contents of drop boxes which shall be known as the count room.

ii. The count room shall be designed and constructed to provide maximum security for the materials housed therein and for the activities conducted therein, to include at a minimum, the following:

(a)A door equipped with two separate locks securing the interior of the count room, the keys to which shall be different from each other and from the keys to the locks securing the contents of the drop boxes, and one key shall be maintained and controlled by the security department in a secure area within the security department, access to which may be gained only by a nominated security department member, and the other key maintained and controlled by the gaming facility department.

(b)A design which allows all parts of the count room to be totally visible from the facility's surveillance room; and

(c) An alarm device connected to the entrance of the count room in such a manner as to cause a signalling to the monitors of the closed-circuit television system in the gaming facility's surveillance monitor room whenever the door to the count room is opened.

iii. Located within the count room shall be:

(a)A table constructed of clear glass or similar material for the emptying, counting and recording of the contents of the drop boxes which shall be known as the "Count Table";

(b) Closed-circuit television cameras and microphones wired to

the facility's surveillance rooms capable of, but not limited to the following:

1)Effective and detailed audio-video monitoring of the entire count process;

2)Effective, detailed video-monitoring of the count room, including storage cabinets or trolleys used to store drop boxes; and

3)Video and audio taping of the entire count process and any other activities in the count room.

23. Procedure for Counting and Recording Contents of Drop Boxes.

i.The contents of drop boxes shall be counted and recorded in the count room in conformity with this standard.

ii. The tribal gaming operation shall notify the Tribal Gaming Commission through an inspector whenever the contents of drop boxes removed from gaming stations are to be counted and recorded, which, at a minimum, shall be once each gaming day.

iii. The opening, counting and recording of the contents of drop boxes shall be performed only after the security department has been notified, in the presence of an inspector and by those employees assigned by the tribal gaming operation for the conduct of the count ("Count Team") who have no incompatible functions. To gain entrance to the count room, the inspector may be required to present an official identification card containing his or her photograph issued by the Tribal Gaming Commission.

iv. Immediately prior to the opening of the drop boxes, the doors to the count room shall be securely locked and except as otherwise authorized by this standard, no person shall be permitted to enter or leave the count room, except during a normal work break or in an emergency, until the entire counting, recording and verification process is completed.

v.Immediately prior to the commencement of the count, one count team member shall notify the person assigned to the closed-circuit television monitoring station in the facility's surveillance monitoring rooms that the count is about to begin, after which such a person shall make an audio-video recording, with the time and date inserted thereon, of the entire counting process which shall be retained by the security department for at least seven days from the date of recording unless otherwise directed by the Tribal Gaming Commission.

vi. Procedures and requirements for conducting the count shall be the following:

(a) As each drop box is placed on the count table, one count team member shall announce, in a tone of voice to be heard by all persons present the game, station number, and shift marked thereon;

(b) The contents of each drop box shall be emptied and counted separately on the count table, which procedures shall be at all times conducted in full view of the closed-circuit television cameras located in the count room;

(c) Immediately after the contents of a drop box are emptied on to the count table, the inside of the drop box shall be held up to the full view of a closed-circuit television camera, and shall be shown to at least one other count team member and the Tribal Gaming Commission inspector to confirm that all contents of the drop box have been removed, after which the drop box shall be located and placed in the storage area for drop boxes;

(d) The contents of each drop box shall be segregated by a count team member into separate stacks on the count table by denominations of coins and currency and by type of form, record or document;

(e) Each denomination of coin and currency shall be counted separately by at least two count team members who shall place individual bills and coins of the same denomination on the count table in full view of the closed-circuit television cameras, and such count shall be observed and the accuracy confirmed orally or in writing, by at least one other count team member;

(f) As the contents of each drop box is counted, one count team member shall record or verify on a master game report, by game, station number, and shift, the following information:

1)The total amount of currency and coin counted;

2)The amount of the opener;

3)The amount of the closer;

4)The serial number and amount of each fill;

5)The total amount of all fills;

6)The serial number and amount of each credit;

7)The total amount of all credits; and

8)The win or loss.

(g) After the contents of each drop box have been counted and recorded, one member of the count team shall record by game and shift, on the master game report, the total amounts of currency and coin, station inventory slips, fills and credits counted, and win or loss, together with such additional information as may be required on the master game report by the tribal gaming operation;

(h) Notwithstanding the requirements of sub-paragraphs 25.f.vi and 25.f.vii, if the tribal gaming operation's system of accounting and internal controls provides for the recording on the master game report of fills, credits, and station inventory slips by cage cashiers prior to the commencement of the count, a count team member shall compare for agreement the serial numbers and totals of the amounts recorded thereon to the fills, credits, and station inventory slips removed from the drop boxes;

(i) Notwithstanding the requirements of sub-paragraphs 25.f.vi. and 25.f.vii, if the tribal gaming operation's system of accounting and internal controls provides for the count team functions to be comprised only of counting and recording currency, coin, and credits;
accounting department employees shall perform all other counting, recording and comparing duties herein;

(j) After completion and verification of the master game report, each count team member shall sign the report attesting to the accuracy of the information recorded thereon;

(k) At no time after the inspector has signed the master game report shall any change be made to it without prior written approval of the Tribal Gaming Commission.

vii. Procedures and requirements at the conclusion of the count for each gaming shift shall be the following:

(a) All cash removed from each drop box after the initial count shall be presented in the count room by a count team member to a cashier

who, prior to having access to the information recorded on the master game report and in the presence of the count team and the inspector, shall re-count, either manually or mechanically, the cash received, after which the inspector shall sign the report evidencing his or her presence during the count and the fact that both the cashier and count team have agreed on the total amount of cash counted;

(b) The top copy of the master game report, after signing, and the requests for fills, the fills, the requests for credits, the credits, and the station inventory slips removed from drop boxes shall be transported directly to the accounting department and shall not be available to any cage personnel;

(c)A duplicate of the master game report, but no other document referred to in this standard whatsoever, shall be retained by the inspector;

(d) If the tribal gaming operation's system of accounting and internal controls does not provide for the forwarding from the cashier's cage of the duplicate of the fills, credits, request for credits, request for fills, such documents recorded or to be recorded on the master game report shall be transported from the count room directly to the accounting department.

viii. The originals and copies of the master game report, request for fills, fills, request for credits, credits and station inventory slips shall on a daily basis, in the accounting department be:

(a) Compared for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;

(b) Reviewed for the appropriate number and propriety of signatures on a test basis;

(c) Accounted for by series numbers, if applicable;

(d) Tested for proper calculation, summarization, and recording;

(e) Subsequently recorded; and

(f) Maintained and controlled by the accounting department.

24. Signatures.

i.Signatures shall:

(a) Be at a minimum, the signer's first initial and last name;

(b) Be immediately adjacent to, or above the clearly printed or pre-printed title of the signer and his or her certificate or permit number; and

(c) Signify that the signer has prepared forms, records, and documents, or authorized to a sufficient extent to attest to the accuracy of the information recorded thereon, in conformity with these standards and the tribal gaming operation's system of accounting and internal control.

ii. Signature records shall be prepared for each person required by these standards to sign or initial forms, records and documents, and shall include specimens of signatures and initials of signers. Originals of such signature records shall be maintained on a dated signature card file, alphabetically by name, in a secured area of the accounting department. The signature records shall be adjusted on a timely basis to reflect changes of personnel.