



October 24, 2024

VIA EMAIL

Crystal Williams, Acting Chairwoman
Coushatta Tribe of Louisiana
1940 CC Bel Rd
Elton, LA 70532

Re: Revised and Restated Coushatta Tribe of Louisiana Gaming Ordinance

Dear Acting Chairwoman Williams:

This letter is to inform you that the Coushatta Tribe of Louisiana's revised and restated gaming ordinance (Ordinance), enacted by Resolution No. 2024-41 on July 3, 2024, and submitted to the National Indian Gaming Commission (NIGC) on July 15, 2024, is deemed approved by operation of law.

Pursuant to the Indian Gaming Regulatory Act (IGRA), the NIGC Chair has 90 days from the date of submission to either approve or disapprove a gaming ordinance.¹ Any gaming ordinance not acted upon at the end of the 90-day period is considered to have been deemed approved by operation of law but only to the extent such ordinance is consistent with IGRA and NIGC regulations.² Because no action was taken by the Chair within this period, the Tribe's Ordinance is considered approved, but only to the extent it is consistent with IGRA and NIGC regulations. It is the opinion of the Office of General Counsel that the Nation's Ordinance is consistent with IGRA and NIGC regulations.

If you have any questions, please contact Jennifer Lawson, Senior Attorney at Jennifer_lawson@nigc.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rea Cisneros".

Rea Cisneros
General Counsel (Acting)

cc: Tanya Gibbs, Legal Counsel, Mshkawzi Law, LLP
Jennifer Saeckl, Legal Counsel, Mshkawzi Law, LLP

¹ 25 U.S.C. § 2710(e).

² 25 C.F.R. § 522.10.

**COUSHATTA TRIBE OF LOUISIANA TRIBAL
COUNCIL RESOLUTION NO. 2024-41**

**COUSHATTA TRIBE OF LOUISIANA
TRIBAL COUNCIL RESOLUTION NO 2024-41**

RE: A RESOLUTION ADOPTING THE AMENDED COUSHATTA TRIBE OF LOUISIANA GAMING ORDINANCE

WHEREAS, the Coushatta Tribe of Louisiana ("Tribe") is a sovereign, federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act of June 18, 1934 (Pub. L. No. 73-383, 48 Stat. 984; as amended, the "IRA"); and

WHEREAS, the Coushatta Tribe of Louisiana Tribal Council ("Tribal Council") is the Tribe's duly elected governing authority of the Tribe and has authority under the laws of the Tribe to adopt and implement laws, policies, plans, and procedures for the benefit of the Tribe and its members;

WHEREAS, pursuant to the Indian Gaming Regulatory Act, Public Law 100-447, §20(a)(1), 25 U.S.C. §2719(a)(1) ("IGRA"), the Tribe has previously adopted the Coushatta Tribe of Louisiana Gaming Ordinance ("Gaming Ordinance") under Tribal Resolution No. 2012-28 to regulate Class II and Class III Gaming on Tribal lands;

WHEREAS, the Tribe has amended the Gaming Ordinance to comply with updates in applicable law and to ensure proper governance of Class II and Class III Gaming on Tribal lands, for the benefits of the Tribe and its members; and

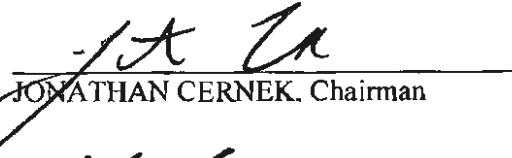
WHEREAS, the Tribe has reviewed the amended Gaming Ordinance attached hereto as Exhibit A ("Ordinance") and finds it is in the best interest of the Tribe to enact such Ordinance;

NOW THEREFORE BE IT RESOLVED, by the Tribal Council assembled, at which a quorum is present, that the Tribal Council hereby approves the Gaming Ordinance in substantially similar form to that attached to this Resolution as Exhibit A.

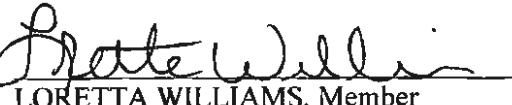
NOW THEREFORE BE IT FURTHER RESOLVED, that after approval of the Gaming Ordinance pursuant to this Resolution, the Gaming Ordinance shall be submitted to the National Indian Gaming Commission Chair within 15 days of adoption pursuant to 25 CFR § 522.3, and shall become effective upon approval.

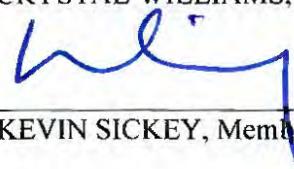
CERTIFICATION

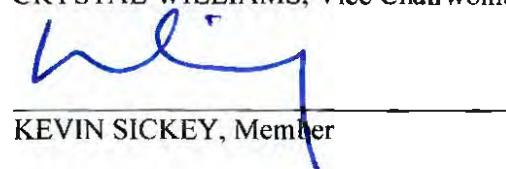
This Resolution was duly acted upon by the following Council members at a meeting held on July 3, 2024, with a quorum present.


JONATHAN CERNEK, Chairman


KRISTIAN PONCHO, Secretary-Treasurer


LORETTA WILLIAMS, Member

Absent
CRYSTAL WILLIAMS, Vice Chairwoman



KEVIN SICKEY, Member

**REVISED AND RESTATED
COUSHATTA TRIBE OF
LOUISIANA GAMING ORDINANCE**

REVISED AND RESTATED
COUSHATTA TRIBE OF LOUISIANA
GAMING ORDINANCE

- 1) **Title.** This Ordinance shall be known as the Coushatta Tribe of Louisiana Gaming Ordinance or the "Gaming Ordinance." It is promulgated pursuant to governmental authority of the Coushatta Tribe of Louisiana.
- 2) **Purpose.** The Coushatta Tribe of Louisiana, is a federally recognized Indian Tribe with sovereign authority to enact ordinances and regulations and hereby amends its Gaming Ordinance setting forth the terms for Class II and Class III Gaming on Tribal lands including lands acquired by the United States in trust for the benefit of the Tribe after October 17, 1988 (a) if the Secretary of Interior ("Secretary") has determined such lands to be contiguous to the Tribe's reservation pursuant to the Indian Gaming Regulatory Act, Public Law 100-447, §20(a)(1), 25 U.S.C. §2719(a)(1) ("IGRA"), or (b) if the Secretary has made the determination required by §20 (b)(1)(A) of the IGRA, 25 U.S.C. §2719(b)(1)(A), and the Governor of Louisiana has concurred in such determination.
- 3) **Definitions.** Any term not otherwise defined herein shall have the meaning ascribed to it in 25 C.F.R. part 502.25.
 - a) **Class II Gaming** means those gaming activities as defined as Class II Gaming in the IGRA of 1988, P.L. 100-447, 25 U.S.C. Section 2703(7).
 - b) **Class III Gaming** means those gaming activities as defined as Class III Gaming in the IGRA of 1988, P.L. 100-447, 25 U.S.C. 2703(8).
 - c) **Commission** means the Tribal Gaming Commission established to perform regulatory oversight and to monitor compliance with Tribal, Federal and State regulations made applicable vis-à-vis the Compact.
 - d) **Commissioner** means a Tribal Gaming Commissioner.
 - e) **Compact** means the Tribal-State Compact governing Class III Gaming entered between the Coushatta Tribe of Louisiana and the State of Louisiana, as amended from time to time.
 - f) **Gaming Facility** means any area licensed by the Commission where the Gaming Operation may lawfully conduct Class II and/or Class III gaming. Any areas ancillary to gaming conduct are not considered part of the Gaming Facility, even if required to be licensed by the Commission.
 - g) **Gaming Operation** means the economic entity that is authorized by the Tribe to operate Class II and Class III Gaming, receive gaming revenues, issue prizes, and pay expenses related to gaming. If the economic entity authorized by the Tribe to operate Class II and Class III Gaming also operates additional, non-gaming enterprises, the

term “Gaming Operation” refers only to those employees and records of the economic entity that are authorized by the Tribe to operate Class II and Class III Gaming, receive gaming revenues, issue prizes, and pay expenses related to gaming.

h) **Indian Lands** means land: (1) within the limits of the Tribe’s reservation; or (2) over which the Tribe exercises governmental power and that is either held: (a) in trust by the United States for the benefit of the Tribe; or (b) by the Tribe subject to restriction by the United States against alienation.

i) **Key Employee** means

- i) A person who performs one or more of the following functions for the Gaming Operation:
 - (1) Bingo Caller;
 - (2) Counting Room Supervisor;
 - (3) Chief of Security;
 - (4) Floor Manager;
 - (5) Pit Boss;
 - (6) Dealer;
 - (7) Croupier;
 - (8) Approver of credit;
 - (9) Custodian of gaming systems as defined in 25 CFR 547.2 and similar Class III Gaming systems, gaming cash, or gaming cash equivalents, gaming supplies or gaming records; or
 - (10) Custodian of surveillance systems or surveillance system records; or
- ii) Any Gaming Operation employee authorized by the Gaming Operation for unescorted access to secured gaming areas designated as secured gaming areas by the Commission;
- iii) If not otherwise included as a Key Employee or Primary Management Official, the four most highly compensated persons by the Gaming Operation; and
- iv) Any other employee of the gaming enterprise as documented by the Tribe as a Key Employee.

- j) **NIGC** means National Indian Gaming Commission.
- k) **Primary Management Official** means:
 - i.) Any person(s) having management responsibility for a management contract;
 - ii.) Any person who has authority:
 - (1) To hire and fire employees of the Gaming Operation; or
 - (2) To set up working policies for the Gaming Operation;
 - (3) The Chief Financial Officer or other person who has financial management responsibility;
 - (4) the General manager or a position with duties similar to a General manager; or
 - (5) any other employed management official of the gaming enterprise documented by the Tribe as a Primary Management Official.
- l) **State** means State of Louisiana.
- m) **Tribe** means Coushatta Tribe of Louisiana.
- n) **Tribal Council** means the duly elected governing authority of the Tribe.

4) **Gaming Authorized.** Class II and Class III Gaming are hereby authorized.

5) **Ownership of Gaming.** The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Operation authorized by this Gaming Ordinance.

6) **Use of Gaming Revenue.** Net revenues from Class II and Class III Gaming shall be used only for the following purposes: to fund Tribal government operations and programs; provide for the general welfare of the Tribe and its members; promote Tribal economic development; donate to charitable organizations; or help fund operations of local government agencies.

7) **Audit.**

a) The Tribe shall cause to be conducted annually an independent outside audit of Gaming Operations and shall submit the resulting audit reports to the National Indian Gaming Commission (“NIGC”).

- b) All gaming-related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit.
- 8) Protection of the Environment, Public Health and Safety. Class II and Class III Gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety.
- 9) Gaming Commission.
 - a) Members and Terms. There is hereby created the Commission. The Tribal Chairman, with the approval of the Tribal Council, shall appoint three (3) citizens of Louisiana at least twenty-one (21) years of age to serve as members of the Commission, and those members may or may not be members of the Coushatta Tribe of Louisiana, and one of which will be appointed to serve as the Chairperson of the Commission. The members shall serve staggered four (4) year terms, with the Chairperson and one member appointed, and the other member's term staggered so that the reappointment will be two (2) years later. There are no term limits imposed on members who serve on the Commission.
 - b) Removal. Commissioners may be removed, upon proof of wrongdoing, by majority vote of the Tribal Council. Any Commissioner whose removal is sought by the Tribal Council shall be notified in writing at least three (3) days before any vote shall be taken regarding that Commissioner's removal. A Commissioner so notified may request an informal hearing before the Council prior to a vote on his or her removal from the Commission. The Council's decision to remove a Commissioner is final and may not be appealed.
 - c) Purpose and Power of Gaming Commission. The purpose of the Tribal Gaming Commission is regulatory, not managerial, and the Commission's powers are limited to the powers described in this Gaming Ordinance. The Commission will regulate the Gaming Facility and the Gaming Operation to ensure compliance with Federal, Tribal, and State law to the extent applicable vis-à-vis the Compact.
 - d) Finances of Gaming Commission. No monies may be expended by the Commission until a budget has been submitted for review and approval by the Tribal Council pursuant to the budgeting process required by the Tribe. The Commission shall maintain accurate and complete records of the financial affairs of the Commission and follow any and all policies related to expenses, budgets, and record keeping as required by the Tribe.
- 10) Gaming Commission Rule-Making Authority. The Commission may promulgate rules as required to execute its obligations under this Gaming Ordinance. Any such final rules must be approved by the Tribal Council before they become final and are implemented and must be submitted to the NIGC.

11) Gaming Commission Meetings. The Commission may hold regular and special meetings at such times and places as it may deem convenient, but at least one regular meeting shall be held quarterly. A majority of the appointed Commissioners shall constitute a quorum of the Commission, and a special meeting may be called by any two Commissioners.

All formal meetings of the Commission shall be memorialized by maintaining "minutes" of the meeting. Minutes of the previous meeting shall be reviewed and adopted at the subsequent meeting.

The Commission may hold executive or closed meetings for any of the following purposes:

- a) Considering applications for licensing when discussing background investigations or personal information;
- b) Meeting with gaming officials of other jurisdictions, the Attorney General and law enforcement officials relating to possible criminal violations;
- c) Consulting with employees or agents of the Commission concerning possible criminal violations;
- d) Deliberations after hearing evidence on a contested matter necessary to reach a decision;
- e) Discussing an applicant for a license if public discussion may be harmful to the competitive position of the licensee or applicant for a license; and
- f) Any other confidential or attorney client privileged matters.

12) Commission Powers. The Commission's powers are limited to the powers explicitly granted in this Ordinance. In addition to any other power granted in this Ordinance, the Commission has the power to:

- a) Conduct or cause to be conducted background investigations on, at a minimum, Primary Management Officials and Key Employees;
- b) Report results of background investigations of Primary Management Officials and Key Employees to the NIGC;
- c) Ensure that fingerprints are obtained and processed as required under this Ordinance;
- d) Make licensing suitability determinations;
- e) Issue licenses to those employees and vendors required by this Gaming Ordinance, federal law or the Compact to be licensed by the Tribe.
- f) Issue facility gaming licenses to the Gaming Facility;

- g) Inspect and examine all premises where gaming is conducted or gaming devices or equipment are sold or distributed to assure compliance with this Gaming Ordinance and the Compact;
- h) Inspect, examine and monitor all gaming activities;
- i) Inspect, examine, and photocopy all papers, books, and records of applicants and licensees and require verification of income, if required;
- j) Suspend or revoke, for cause, any gaming license for violation of the Compact or this Gaming Ordinance;
- k) Investigate suspected violations of the Compact or Gaming Ordinance or other applicable law by all licensees;
- l) Investigate any suspicion of wrongdoing associated with any gaming activities;
- m) License gaming equipment vendors and non-gaming vendors as required by the Compact;
- n) Handle patron disputes that are related to gaming, under rules promulgated by the Commission, as provided in the Compact;
- o) Enforce preferential treatment in hiring and in contracts, relative to gaming, to members of Louisiana federally-recognized Indian Tribes, then to persons domiciled in the State of Louisiana as provided in the Compact;
- p) Employ duly qualified Inspectors who shall report to the Commission regarding any failure by the Gaming Facility or operation to comply with any provisions of the Compact, or with any applicable laws, ordinances or regulations, and to convey any gaming patron complaints to the Commission, as provided in the Compact and this Ordinance;
- q) Comply with any and all reporting requirements defined or referenced by IGRA, the Compact, and any other applicable law;
- r) Direct the terms and conditions of compliance to the Gaming Facility and operations as authorized by the Compact;
- s) Provide for and perform the functions established in the Compact; and
- t) Perform all other duties necessary and appropriate to ensure the proper regulation of the Gaming Operation.

- 13) Appeal of Commission Actions. Written notice of Commission action shall be mailed on the same day the decision is issued by the Commissioners. Any final action of the Commission is subject to appeal to the Coushatta Tribal Court. Notice of Appeal shall be filed in writing with the Commission and with the Clerk of the Court, within ten (10) days from written notice of any action of the Commission. Failure to timely file an appeal shall make the action final.
- 14) Approval of Licenses. The Commission may approve or disapprove any application for license, depending upon whether it objectively deems the applicant a suitable person to hold the license and whether it considers the proposed location suitable, subject to the provisions of Sections 18 and 19. Among other things, the failure of the applicant to provide information necessary to allow consideration into his background, is grounds for denial of the license.
- 15) Conflict of Interest. The Tribe recognizes that the duties of the Commission include making important decisions on highly sensitive issues. As such, the Tribe has determined that the Commission shall be held to extremely high ethical standards. Prior to taking their positions on the Commission, Commissioners shall agree to be bound by the following principles:
 - a) Commissioners shall not hold financial interests that conflict with the conscientious performance of their duties as managers and regulators. Commissioners may receive, general welfare payments, and all other payments from the Tribe or Tribal businesses because they are Tribal members and these payments are not considered financial interests that would conflict with the conscientious performance of a duty by a manager or a regulator.
 - b) Commissioners shall not engage in financial transactions using nonpublic information or allow the improper use of such information by others on their behalf to further any private interest.
 - c) Commissioners shall not solicit or accept any gift or other item of monetary value, including "complimentary items" or services, from any person or entity seeking official action or inaction from, doing business with, or conducting activities regulated by the Commissioner's organization, or whose interests may be substantially affected by the performance or nonperformance of the Commissioner's duties.

Complimentary items do not include food and beverages of nominal value as determined by applicable Tribal policies, or food and beverages provided at a public event held at the gaming facility, where the free food and beverages are offered to the general public.

 - d) Commissioners shall make no unauthorized commitments or promises of any kind purporting to bind the Tribe.
 - e) Commissioners shall not use their positions for private gain.

- f) Commissioners shall act impartially, in accordance with all relevant Tribal, Federal, and State laws (where applicable), and shall not give preferential treatment to any private organization or individual, including any persons related to Commissioners.
- g) Commissioners shall not engage in outside employment or activities, including seeking or negotiating for future employment, which conflict with their official duties and responsibilities.
- h) Commissioners shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
- i) Commissioners shall endeavor to avoid any actions creating the appearance that they are violating the law or ethical standards listed herein.
- j) Commissioners shall disclose any real or apparent financial or personal conflicts. If there is a real conflict or the appearance of one, the Commissioner shall not take part in any decision related to the conflict.

16) Application Fee. The Commission may establish an application fee which shall include the cost of an investigation. The fee may vary with the type of license for which the application is made and is non-refundable. The application form will be promulgated by the Commission and shall include a waiver of any right of confidentiality and shall allow access to law enforcement or regulatory records of any jurisdiction. The waiver of confidentiality shall extend to any financial or personnel record wherever maintained.

17) Reimbursement to Commission for Investigation. Any applicant for a license under this Gaming Ordinance shall reimburse the Commission for any costs of investigation over and above the initial licensure fee charged at the time of application to determine if he is a suitable licensee under this Gaming Ordinance. By signing and filing an application for a license, the applicant authorizes the Commission to obtain information from other jurisdictions regarding prior license applications or conduct of the applicant or any of its shareholders, partners, agents, or employees in those states. The State and the NIGC shall be notified of the results of all such investigations.

18) Licenses for Key Employees and Primary Management Officials.

- a) The Commission shall ensure that the policies and procedures set out in this section are implemented with respect to Key Employees and Primary Management Officials employed at any Gaming Facility. Only Key Employees and Primary Management Officials are required to be licensed as described in this section. Persons or entities that are not Key Employees or Primary Management Officials, but which are required under the Compact to be licensed by the Commission, shall be licensed pursuant to Section 19 of this Gaming Ordinance.

- b) The Commission will issue licenses and perform background investigations of Key Employees and Primary Management Officials according to requirements that are at least as stringent as 25 CFR Parts 556 and 558.

- c) License Application Forms.

- i) The following notice shall be placed on the application form for a Key Employee or Primary Management Official:

“In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe’s being unable to license you for a primary management official or key employee position.

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.”

- ii) The following additional notice shall be placed on the application form for a Key Employee or Primary Management Official:

“A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001).”

- iii) The Commission shall notify in writing existing Key Employees and Primary Management Officials that they shall either:

- (1) Complete a new application form that contains both the Privacy Act and False Statement notices; or

(2) Sign a statement that contains the Privacy Act and False Statement notices and consent to the routine uses described in the Privacy Act notice.

d) Fingerprints. Each applicant for a Key Employee or Primary Management Official position shall be required to have fingerprints taken as part of the license application procedure. Fingerprints shall be taken manually or electronically either by the Louisiana State Police Department or by the Commission pursuant to a memorandum of understanding with the NIGC.

e) Background Investigations.

- i) The Tribe shall perform a background investigation for each Primary Management Official and Key Employee in its Gaming Operation. The investigation must be sufficient to allow the Commission to make an eligibility determination under Section 18(h) of this Gaming Ordinance.
- ii) The Commission is responsible for conducting the background investigations of Primary Management Officials and Key Employees. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigations.
- iii) The Commission shall request from each Key Employee or Primary Management Official all of the following information:
 - (1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
 - (2) Currently and for the previous five years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers;
 - (3) The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (e)(iii)(2) of this section;
 - (4) Current business and residential telephone numbers, and all+ cell numbers;
 - (5) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

- (6) A description of any existing or 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 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, if any;
- (10) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of date of the application and is not otherwise listed pursuant to paragraph (e)(i)(8) or (e)(i)(9) of this section, the criminal charge, the name and address of the court involved and the date and disposition, if any;
- (11) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (12) A current photograph;
- (13) Any other information the Tribe deems relevant; and
- (14) Fingerprints consistent with procedures adopted by the Tribe according to 25 C.F.R. Section 522.2(h), will be taken manually or electronically either by the Louisiana State Police Department or by the Commission pursuant to a memorandum of understanding with the NIGC.

iv) When a Primary Management Official or Key Employee is licensed by the Tribe, a complete application file, containing all of the information listed in Section 18(e)(iii), shall be maintained.

v) The Tribe through the Commission as set forth herein shall be solely responsible for conducting background investigations and determining the suitability of applicants as determined herein. The Commission shall conduct a sufficient

investigation to make a determination under subsection (f) below. The background investigation shall include a check of criminal history records information maintained by the FBI. In conducting a background investigation, the Commission shall keep confidential the identity of each person interviewed in the course of the investigation.

f) Procedures for Conducting Background Investigations. The Commission, or its agent, shall employ or engage an investigator to conduct a background investigation of each applicant for a Primary Management Official or key employee position. The investigator shall:

- i) Verify the applicant's identity through items such as a social security card, driver's license, birth certificate or passport;
- ii) Contact each personal and business reference provided in the license application, when possible;
- iii) Conduct a personal credit check;
- iv) Conduct a civil history check;
- v) Conduct a criminal history records check;
- vi) Based on the results of the criminal history record check, as well as information acquired from an applicant's self-reporting or from any other source, obtain information from the appropriate court regarding any past felony and/or misdemeanor convictions or ongoing prosecutions within the past 10 years;
- vii) Inquire into any previous or existing business relationships with the gaming industry, including with any tribes with gaming operations, by contacting the entities or tribes;
- viii) Verify the applicant's history and current status with any licensing agency by contacting the agency; and
- ix) Take other appropriate steps to verify the accuracy of the information, focusing on any problem areas noted.

g) Investigative Reports

- i) The Tribe shall create and maintain an investigative report for each background investigation of a Primary Management Official or Key Employee.
- ii) Investigative reports shall include all of the following information:

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

h) Eligibility Determination.

- i) Before a license is issued to a Primary Management Official or Key Employee, the Commission shall make a finding concerning the eligibility of that person for receiving a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits and associations.
- ii) If the Commission, in applying the standards adopted in this Ordinance, determines that licensing of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Commission shall not license that person in a Key Employee or Primary Management Official position, and the Gaming Operation shall not employ that person in a Key Employee or Primary Management Official position.
- iii) Copies of the eligibility determination shall be included with the notice of results that must be submitted to the NIGC not later than 60 days after a Primary Management Official or Key Employee begins work, and must include the following:
 - a. Applicant's name, date of birth, and social security number;
 - b. Date on which applicant began or will begin work as key employee or primary management official;
 - c. A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
 - d. Licenses that have previously been denied;
 - e. Gaming licenses that have been revoked, even if subsequently reinstated;
 - f. Every known criminal charge brought against the applicant within the last 10 years of the date of application; and
 - g. Every felony of which the applicant has been convicted or any ongoing prosecution.
 - h. A copy of the eligibility determination made under this Section.

i) Granting a Gaming License

- i) All Primary Management Officials and Key Employees of the Gaming Operation must have a gaming license issued by the Tribe.
- ii) The Commission is responsible for granting and issuing gaming licenses to Primary Management Officials and Key Employees.
- iii) The Commission may license a Primary Management Official or Key Employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC, as required by Section 18(h)(ii).
- iv) The Commission shall notify the NIGC of the issuance of a license to a Primary Management Official or Key Employee within 30 days of issuance.
- v) A Key Employee or Primary Management Official who does not have a license after ninety (90) days shall not be permitted to perform the duties, functions, and/or responsibilities of a Key Employee or Primary Management Official until so licensed.
- vi) The Commission must reconsider a license application for a Primary Management Official or Key Employee if it receives a statement of itemized objections to issuing such a license from the NIGC, and those objections are received within 30 days of the NIGC receiving a notice of results of the applicant's background investigation.
- vii) The Commission shall take the NIGC's objections into account when reconsidering a license application.
- viii) The Tribe will make the final decision whether to issue a license to an applicant for a Primary Management Official or Key Employee position.
- ix) If the Commission has issued a license to a Primary Management Official or Key Employee before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee, as required by Section 18(k).

j) Denying Gaming Licenses

- i) The Commission shall not license a Primary Management Official or Key Employee if an authorized Tribal official determines, in applying the standards in Section 18(h) for making a license eligibility determination, that licensing the person:
 - (1) Poses a threat to the public interest;

- (2) Poses a threat to the effective regulation of gaming; or
 - (3) Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.
- ii) When the Commission does not issue a license to an applicant for a Primary Management Official or Key Employee position, or revokes a previously issued licenses, it shall:
 - (1) Notify the NIGC; and
 - (2) Forward copies of its eligibility determination and notice of results of the applicant's background investigation, or license revocation decision, to the NIGC for inclusion in the Indian Gaming Individuals Record System.
- k) License Suspensions and Revocations.
 - i) If, after a license is issued to a Primary Management Official or a Key Employee, the Commission receives from the NIGC reliable information indicating that a Key Employee or Primary Management Official is not eligible for employment, or if the Commission deems such suspension to be in the public interest as defined in the Compact, the Commission shall:
 - (1) Immediately suspend such license;
 - (2) Provide the licensee with written notice of the suspension and the proposed revocation; and
 - (3) Provide the licensee with notice of a time and place for a hearing on the proposed revocation of the license.
 - ii) After a revocation hearing, the Commission shall decide to revoke or to reinstate a gaming license.
 - iii) The Commission shall notify the NIGC of its decision to revoke or reinstate a license within 45 days of receiving notification from the NIGC that a Primary Management Official or Key Employee is not eligible for employment.
- l) Records Retention.
 - i) The Tribal Gaming Commission shall retain, for no less than three years from the date a Primary Management Official or Key Employee is terminated from employment with the Tribe, the following documentation:
 - (1) Application for licensing;

- (2) Investigative reports; and
- (3) Eligibility determinations;
- (4) Privacy Act notice, as defined in 25 CFR § 556.2; and
- (5) False Statement notice, as defined in 25 CFR § 556.3.

19) Licenses for Persons and Entities Other than Key Employees and Primary Management Officials. Any person or entity other than a Primary Management Official or Key Employee that is required to be licensed shall apply for a license as follows.

- a) The applicant shall submit to the Commission an application for a gaming license on forms prepared by the Commission and approved by the Tribal Council.
- b) The applicant shall attach a copy of all gaming license application forms submitted to the State of Louisiana, including all supporting documents and fingerprint cards.
- c) The Commission may require additional documentation and information, and may conduct background investigations, as it deems necessary, in accordance with regulations approved by the Tribal Council.
- d) The Commission shall consider the suitability of each applicant and shall make a final determination on the application.
- e) License Suspension and Revocation.
 - i) The Commission may suspend, revoke or deny a license under this section for any reason it deems to be in the public interest and defined in the Compact.
 - ii) The Commission shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
 - iii) After a revocation hearing, the Commission shall decide to revoke or reinstate a gaming license.

20) License Locations. The Commission shall issue a separate license to each place, facility, or location on Indian Lands where Class II or Class III Gaming is conducted under this Gaming Ordinance.

21) Age Limit for Play. Any participant in any Class II or any Class III authorized games of chance shall be twenty-one (21) or older at the time of his or her participation.

22) Exemption from 15 U.S.C. Section 1171. Pursuant to Section 2 of an Act of Congress of the United States entitled "An Act to prohibit transportation of gambling devices in interstate and foreign commerce," approved January 2, 1951, designated 15 U.S.C. Sections 1171 to 1177, inclusive, and in effect January 1, 1989, the Tribe, acting by and through its elected members, does hereby, and in accordance with and in compliance with the provisions of Section 2 of that Act of Congress, declare and proclaim that it is exempt from the provisions of Section 2 of that Act of Congress of the United States as above mentioned, as regards gaming devices operated and used within the Reservation. This exemption shall be effective upon the execution of a Compact for gaming pursuant to the IGRA.

23) Exemption from 15 U.S.C. Section 1171 to 1177. All shipments of gaming devices, including video gaming devices, onto the Tribe's reservation, the registering, recording and labeling of which has been duly had by the manufacturer or dealer thereof in accordance with Sections 3 and 4 of an Act of Congress of the United States entitled "An Act to prohibit transportation of gambling devices in interstate and foreign commerce," approved January 2, 1951, designated as 15 U.S.C. Sections 1171 to 1177, inclusive, and in effect on January 1, 1989, shall be deemed legal shipments thereof, for use only within the Reservation. This exemption shall be effective upon the execution of Compact for gaming pursuant to IGRA.

24) Illegal Games and Activities. It is unlawful for any person playing or conducting any authorized game of chance, conducted by a licensee to:

- a) Use bogus or counterfeit chips, tokens, devices, or coins;
- b) Employ or have on one's person any cheating device to facilitate cheating in any game of chance;
- c) Use any fraudulent scheme or technique; or
- d) Have located on the premises, equipment for gaming that is not licensed by the Commission under this Ordinance except equipment exempted by the Commission, this Gaming Ordinance or other statutes.

25) Records of Commission. The Commission shall ensure that all records and information obtained as a result of an employee background investigation shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing and employment processes. Information obtained during the course of an employee background investigation shall be disclosed to members of management, human resource personnel, or others employed by the Gaming Operation on a need-to-know basis for actions taken in their official capacities. This section does not apply to requests for such information or records from any Tribal, Federal or State law enforcement or regulatory

agency, or for the use of such information or records by the Commission and staff in the performance of their official duties.

- 26) **Communications between Commission and Tribal Council.** Communications between the Commission and the Tribal Council related to licensing, disciplining of licensees, or violations by licensees are privileged and confidential if made lawfully and in the course of and furtherance of the business of the Commission, except pursuant to court order after an in-camera review. The Tribal Council, the Commission or any Commissioner may claim this privilege.
- 27) **Inspectors.** The Commission shall employ qualified Inspectors under the authority of the Commission, in accordance with the Compact. These Inspectors shall be independent of the Gaming Operation and shall be supervised and accountable only to the Commission and Tribal Council. Their purpose is to observe and report theft of Tribal assets relating to the Gaming Operation and facility, and to report violations of the Compact or applicable laws and regulations. Inspectors shall also receive gaming-related patron complaints and assist in seeking the voluntary resolution of such complaints.

A Commissioner 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 the Gaming Facility for the purpose of ensuring compliance with the provisions of the Compact and this Ordinance. Any violation(s) of the provisions of the Compact or this Ordinance by a management contractor, casino management, a gaming employee, or any person in the Gaming Facility, whether or not associated with the Gaming Operation, shall be reported immediately to the Commission, which shall further report them to the manager of Gaming Operations within a reasonable time and to the State of Louisiana within twenty-four (24) hours. Violations of a serious nature shall be reported immediately to the manager of Gaming Operations and the State of Louisiana.

- 28) **Exclusion or Ejection of Certain Persons from Gaming Establishment.** The Tribe hereby declares that the exclusion or ejection of certain persons from a Gaming Facility is necessary to carry out the policies of this Gaming Ordinance and to maintain effectively the strict regulation of licensed gaming.

The Commission may provide for the establishment of a list of persons who are to be excluded or ejected from any Gaming Facility, including any person whose presence in the facility is determined to pose a threat to the interest of the Tribe, the State or to licensed gaming, and the general manager of the Gaming Operation may have persons added to the list at his or her request for the same reason(s). In making the determination for exclusion, the Commission may consider any of the following:

- a) Prior conviction of a felony, a misdemeanor involving moral turpitude or a violation of the gaming laws of any state, the United States, any of its possessions or territories, including Indian Tribes;
- b) A violation, attempt to violate or conspiracy to violate the provisions of this Gaming Ordinance relating to the failure to disclose an interest in a gaming establishment for which the person must obtain a license or make disclosures to the Commission; or intentional evasion of fees or taxes; and
- c) Notorious or unsavory reputation that would adversely affect public confidence and trust that the gaming industry is free from criminal or corruptive influences.

The Commission may establish procedures for such excluded persons to have their names removed from the list of excluded persons.

- 29) Revisions. This Gaming Ordinance may be revised by the Tribal Council. Any such revision will become effective upon approval by the NIGC.
- 30) Conflicts with Tribal-State Compact. The Tribe shall adopt regulations and take all actions necessary to ensure that the Class III Gaming conducted on Indian Lands complies in all respects with the Compact.
- 31) Patron Disputes. The Commission shall maintain reasonable procedures for the disposition of patron disputes arising from the refusal to award an alleged prize or pay an alleged win to a patron.
- 32) Gaming Equipment Deliveries. The Commission shall maintain reasonable procedures for the notification of shipment or receipt of gaming equipment.
- 33) No State Authority over Class II Gaming. The Tribe shall have the sole and exclusive authority to regulate Class II Gaming facilities and operations.
- 34) Gaming Employee Identification Cards. All gaming employees shall wear in plain view an identification card displaying the employee's name, photograph, unique identification number, a Tribal seal or signature, and an expiration date.
- 35) Service of Process. The Coushatta Tribal Chairman shall be designated as agent for service of process, and as official recipient of a written communication reflecting the gaming activities of the Tribe at the following address:

Office of the Coushatta Chairman
1940 CC Bel Road P.O. Box 818
Elton, LA 70532

36) Repeal. To the extent that they are inconsistent with this ordinance, all prior gaming ordinances are hereby repealed.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Coushatta Gaming Ordinance as amended and adopted this 3 day of July, 2024.



Kristian Poncho, Secretary/Treasurer

**TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE COUSHATTA TRIBE OF
LOUISIANA AND THE STATE OF LOUISIANA**

SEPTEMBER 25, 2001

**TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III
GAMING BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA

	PAGE
PREAMBLE	4
SECTION 1: INTERPRETATION OF TRIBAL-STATE COMPACT	5
SECTION 2: EFFECT OF TRIBAL-STATE COMPACT	6
SECTION 3: TERRITORIAL AND GENERAL JURISDICTION	8
SECTION 4: CRIMINAL LAW SUBJECT MATTER JURISDICTION	10
SECTION 5: CRIMINAL LAW ENFORCEMENT AUTHORITY	10
SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS	12
SECTION 7: LICENSING AND CERTIFICATION PROCEDURES	16
SECTION 8: TRIBAL ENFORCEMENT OF TRIBAL-STATE COMPACT	26
SECTION 9: STATE ENFORCEMENT OF TRIBAL-STATE COMPACT	29
SECTION 10: OPERATION AND MANAGEMENT REGULATIONS	30
SECTION 11: REIMBURSEMENT FOR ACTUAL EXPENSES INCURRED	36
SECTION 12: REVENUES	37
SECTION 13: AMENDMENT AND REVISION	38

SECTION 14:	DISPUTE RESOLUTION	39
SECTION 15:	EFFECTIVE DATE AND DURATION	41
SECTION 16:	NOTICES	42
SECTION 17:	EXECUTION	43
APPENDIX A:	LEGAL DESCRIPTION OF GAMING LANDS	
APPENDIX B:	TECHNICAL STANDARDS AND RULES OF THE GAMES	
APPENDIX C:	SYSTEM OF ACCOUNTING AND INTERNAL CONTROLS	
APPENDIX D:	COMMUNITY GRANT AGREEMENT	

TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA

WHEREAS, the Coushatta Tribe of Louisiana is a sovereign Indian Nation that possesses powers of self-government, and is recognized as an Indian Tribe by the United States of America; and

WHEREAS, the Coushatta Tribe of Louisiana possesses Indian lands that are located within the State of Louisiana, and that are held in trust by the United States of America; and

WHEREAS, in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes; and

WHEREAS, the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

WHEREAS, the Congress of the United States of America has found that "Indian Tribes have the exclusive right to regulate gaming activity on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not as a matter of criminal law and public policy prohibit such gaming activity"; and

WHEREAS, certain gaming activities have been authorized by the State of Louisiana by the enactment of the Louisiana Gaming Control Law, La. R. S. 27:1, et seq.; and

WHEREAS, the Coushatta Tribe of Louisiana was originally authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution No. 92-11 of the Coushatta Tribal Council, and by the Indian Gaming Regulatory Act, and was authorized and did agree to amend and extend this Tribal-State Compact by Resolution No. 99-54, Resolution No. 20-16, Resolution No. 2000-48 and Resolution No. 2000-52-B of the Coushatta Tribal Council, and is

authorized to amend and extend this Tribal-State Compact by Resolution No. _____ of the Coushatta Tribal Council; and

WHEREAS, the State of Louisiana is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, as amended by Act No. 817 of the 1993 Regular Session of the Legislature, and by the Indian Gaming Regulatory Act;

NOW THEREFORE WE, the Coushatta Tribe of Louisiana and the State of Louisiana, by virtue of the authority vested through the Constitution and laws of the United States of America and the State of Louisiana, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby amend and extend this Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on November 4, 1992, as is set forth more fully herein and enumerated below:

SECTION 1: INTERPRETATION OF TRIBAL-STATE COMPACT

- (A) Nothing in this Tribal-State Compact shall be applicable to any issues that are endemic to the Coushatta Tribe of Louisiana, or to any issues that are not related to the conduct of Class III gaming. This Tribal-State Compact shall be governed by and construed in accordance with the Constitution and laws of the State of Louisiana. Where this Tribal-State Compact is silent, the Constitution and laws of the State of Louisiana apply to all aspects of the relationship between the parties.
- (B) When this Tribal-State Compact is clear and unambiguous and its application does not lead to absurd consequences, this Tribal-State Compact shall be applied as written and no further interpretation may be made in search of the intent of the Coushatta Tribe of Louisiana and the State of Louisiana. When the language of this Tribal-State Compact is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purposes of this Tribal-State Compact. The words of this Tribal-State Compact must be given their generally prevailing meaning. Words of art and technical terms must be given their technical meaning when this Tribal-State Compact involves a technical matter, and when applicable, they must be given their identical meaning as provided in the Indian Gaming Regulatory Act. When the words of this Tribal-State Compact are ambiguous, their meaning must be sought by examining the context in which they occur and the text of this Tribal-State Compact as a whole. Words on the same subject matter must be interpreted in reference to each other.

- (C) Unless the context of this Tribal-State Compact clearly indicates otherwise:
 - (1) Words used in the singular number apply also to the plural.
 - (2) Words used in the plural number include the singular.
 - (3) Words used in one gender apply also to the other.
 - (4) The word “shall” is mandatory and the word “may” is permissive.
 - (5) The word “and” indicates the conjunctive.
 - (6) The word “or” indicates the disjunctive.
 - (7) When words are phrased in the disjunctive followed by the words “or both” both the conjunctive and disjunctive are intended.
 - (8) The word “and” or “or” between the last two items in a series applies to the entire series.
- (D) All rights and obligations of the State of Louisiana pursuant to this Tribal-State Compact shall be exercised and satisfied by the Governor of the State of Louisiana in his official capacity, his designees, or the Department of Public Safety and Corrections.

SECTION 2: EFFECT OF TRIBAL-STATE COMPACT

- (A) The Coushatta Tribe of Louisiana shall have all necessary power and authority to conduct Class III gaming on its Indian lands that are described in Appendix A to this Tribal-State Compact. The Coushatta Tribe of Louisiana shall conduct all gaming activity pursuant to the terms and conditions of this Tribal-State Compact, the Indian Gaming Regulatory Act, and all other applicable State and federal laws.
- (B) Nothing in this Tribal-State Compact shall be deemed to authorize the State of Louisiana to impose any tax, fee, charge, or assessment upon the Coushatta Tribe of Louisiana, or upon any Tribal gaming operation, except as expressly authorized pursuant to this Tribal-State Compact.
- (C) Nothing in this Tribal-State Compact shall be deemed to admit, concede, or waive any right or obligation of the Coushatta Tribe of

Louisiana or the State of Louisiana relative to any taxing authority vested in the State of Louisiana by the Constitution and laws of the United States of America and the State of Louisiana.

- (D) Nothing in this Tribal-State Compact shall be deemed to authorize the State of Louisiana to regulate the government of the Coushatta Tribe of Louisiana in any manner, including the Tribal Gaming Commission, or to interfere with the selection of its governmental officers, including the Tribal Gaming Commission. No licensing or certification requirement contemplated by this Tribal-State Compact shall be applicable to such officers with respect to their capacity as officers of the Coushatta Tribe of Louisiana.
- (E) Nothing in this Tribal-State Compact shall be deemed to affect the operation of any Class II gaming, whether or not conducted within the gaming facilities, or to confer upon the State of Louisiana any jurisdiction over Class II gaming conducted by the Coushatta Tribe of Louisiana on its Indian lands.
- (F) Each provision, section, and subsection of this Tribal-State Compact shall stand separate and independent of every other provision, section, and subsection. In the sole event that a court of proper authority and jurisdiction, in an action brought by the Coushatta Tribe of Louisiana or the State of Louisiana, should find any such provision, section or subsection to be invalid or invalid as applied; or if the Secretary of the Interior for the United States of America or his/her representative disapproves such provision, section, or sub-section; or if the Secretary of the Interior for the United States of America or his/her representative does not approve this Compact, but allows it to go into effect, under Section 2710(d)(8)(C) of the IGRA, and thereafter the Secretary or his/her representative or the Tribe deems that any such provision, section, or subsection is inconsistent with the provisions of the IGRA and is therefore invalid or unenforceable, then the remaining provisions, sections, and subsections of this Tribal-State Compact shall remain in full force and effect. In such event, the Tribe and the State shall immediately enter into a non-binding mediation process as provided for in Section 14 (C) of this Compact in an effort to agree upon a revision of the provision, section, or sub-section so disapproved which is both mutually agreeable to the parties and acceptable to the Secretary. If at the end of a period of one hundred and eighty (180) days no such revision has been agreed upon, this Compact shall terminate at midnight on the one hundred and eightieth (180th) day. The one hundred and eighty day period shall begin to run from the date the Secretary of Interior or his representative formally disapproves the Compact or any part thereof, or on the date the Tribe gives the State

written notice that it does not deem any general or specific provisions of the Compact to be consistent with federal law and does not intend to be bound by such provision or provisions of this amended and extended Compact.

- (G) The Coushatta Tribe of Louisiana and the State of Louisiana agree that by entering into this Tribal-State Compact, neither shall be deemed to have waived any rights pursuant to the Indian Gaming Regulatory Act. In the event that the State of Louisiana should refuse to enter into a Tribal-State Compact concerning other forms of Class III gaming, neither the Coushatta Tribe of Louisiana nor the State of Louisiana shall be deemed to have waived any rights, arguments, or defenses applicable to such a procedure.
- (H) The jurisdiction and waiver of sovereign immunity provided by this Tribal-State Compact shall be strictly limited to matters and issues arising directly from this Tribal-State Compact.
- (I) Relative to the conduct of Class III gaming, this Tribal-State Compact constitutes the entire agreement between the Coushatta Tribe of Louisiana and the State of Louisiana, and supersedes all prior written and oral agreements. This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the Coushatta Tribe of Louisiana and by the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America.

SECTION 3: TERRITORIAL AND GENERAL JURISDICTION

- (A) The Coushatta Tribe of Louisiana and the State of Louisiana recognize and respect all territorial rights and the independent sovereign existence of each other, and shall:
 - (1) Accord the fullest mutual respect to the legal institutions and cultural traditions of the Coushatta Tribe of Louisiana and the State of Louisiana, insofar as they are consistent with preserving and protecting the health, safety, and welfare of all.
 - (2) Have all necessary concurrent jurisdiction to fully ensure the protection of the public, the Coushatta Tribe of Louisiana, and the State of Louisiana.
 - (3) Avoid any undue adverse impact or expansive influence on Tribal government or on traditional Tribal jurisdictional

mechanisms, such as Tribal discussion and consensus, and on non-traditional but Tribally-adopted written jurisdiction mechanism, such as the actions of representative bodies like Tribal commissions, boards, or courts, as these jurisdictional mechanisms pertain to Tribal jurisdiction over Tribal members. This intent to respect such existing intra-Tribal jurisdictional mechanisms applies particularly, but not exclusively, to those related to the recognition of the Coushatta Tribe of Louisiana as possessing powers of self-government.

- (B) The Coushatta Tribe of Louisiana and the State of Louisiana shall retain all sovereignty and immunity to suit while discussing, negotiating, or confecting this Tribal-State Compact. The Coushatta Tribe of Louisiana and the State of Louisiana intend and agree that all issues purely of Tribal law are to be determined in accordance with the legal mechanisms of the Coushatta Tribe of Louisiana, and that all other issues are to be determined in accordance with federal law, where applicable, the provisions of this Tribal-State Compact, where applicable, and the laws of the State of Louisiana, where applicable.
- (C) In the interest of clarity of authority, and to preserve and to protect the health, safety, and welfare of all, the Coushatta Tribe of Louisiana and the State of Louisiana shall:
 - (1) Apply all federal laws applicable to Indian gaming, lands, or subject matter as being fully operative and applicable within all Tribal lands and areas of gaming activity.
 - (2) Preserve the full territorial and subject matter jurisdiction of the Coushatta Tribe of Louisiana.
 - (3) Preserve the full territorial and subject matter jurisdiction of the State of Louisiana.
 - (4) Accord the State of Louisiana concurrent criminal jurisdiction and concurrent law enforcement authority within the lands of the Coushatta Tribe of Louisiana and the State of Louisiana, when exercising any subject matter jurisdiction accorded the State of Louisiana pursuant to this Tribal-State Compact.
 - (5) Accord the Coushatta Tribe of Louisiana, including its duly constituted Tribal law enforcement authorities, full territorial jurisdiction, as well as concurrent law enforcement authority within the lands of the Coushatta Tribe of Louisiana and within any Parishes where they have been duly commissioned by a

local law enforcement agency, when exercising any subject matter jurisdiction accorded the Coushatta Tribe of Louisiana pursuant to this Tribal-State Compact, or when exercising the authority accorded to the Coushatta Tribe of Louisiana pursuant to any agreements made with a local law enforcement agency.

- (D) The Coushatta Tribe of Louisiana and the State of Louisiana shall be available to meet and discuss with local communities on issues relative to the conduct of Class III gaming and its impact upon the local communities.

SECTION 4: CRIMINAL LAW SUBJECT MATTER JURISDICTION

- (A) The State of Louisiana shall have concurrent criminal jurisdiction over all persons, including enrolled members of federally recognized Indian Tribes, who commit offenses made criminal by the laws of the United States of America or the State of Louisiana, on or within that portion of the Indian gaming lands that are described in Appendix A of this Tribal-State Compact. Any criminal law subsequently enacted or amended by the United States of America or the State of Louisiana shall be effective within this area, and shall be the concurrent enforcement responsibility of the State of Louisiana.
- (B) All federal criminal laws applicable to Indian gaming, lands, or subject matter shall be fully operative and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.
- (C) All criminal laws of the Coushatta Tribe of Louisiana that are written, promulgated, and published in the English language, and are not inconsistent with the Constitution or laws of the United States of America or of the State of Louisiana, shall be fully operative, assimilated as State law, and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

SECTION 5: CRIMINAL LAW ENFORCEMENT AUTHORITY

Within the respective applicable territorial limits as provided in this Tribal-State Compact:

- (A) The duly constituted Tribal law enforcement authorities of the Coushatta Tribe of Louisiana shall have primary law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all Tribal criminal laws applicable under this Tribal-State

Compact. The laws of the State of Louisiana may be enforced by the Tribal law enforcement authorities on non-Tribal lands where the Tribal law enforcement authorities have been duly commissioned by a local law enforcement agency. By written request of the Coushatta Tribe of Louisiana, local, State, or federal law enforcement offices may be granted authority to enforce Tribal criminal laws.

- (B) The Coushatta Tribe of Louisiana shall have the concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. This concurrent law enforcement authority may be initiated in emergency situations by arrest or other appropriate action, but otherwise may be initiated or continued only after immediate and effective notice to the Department of Public Safety and Corrections. In the exercise of this concurrent law enforcement authority, the Tribe shall cooperate with, and shall not in any way impede, the Department of Public Safety and Corrections in its exercise of its own concurrent law enforcement authority.
- (C) The State of Louisiana shall have concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. The Coushatta Tribe of Louisiana and the Department of Public Safety and Corrections are to receive immediate and effective notification from each other upon the discovery that a criminal act may have occurred in the gaming facility. The Department of Public Safety and Corrections shall not be required to give such notice in the unusual event that giving such notice would be reasonably expected to compromise an ongoing investigation. Neither the Coushatta Tribe of Louisiana nor the State of Louisiana is obligated to exercise or take any action pursuant to such authority and powers on Tribal lands. The primary law enforcement agency of the State of Louisiana shall be the Department of Public Safety and Corrections.
- (D) To facilitate law enforcement activities on Tribal lands, within Allen Parish, or within adjacent Parishes, the Coushatta Tribe of Louisiana and the State of Louisiana may enter into cross-deputization or similar contracts or agreements, including but not limited to, agreements with each other, with Sheriffs or other local law enforcement agencies, with District Attorneys, local governmental agencies, and with agencies of the United States of America. Such agreements may include provisions for necessary funding.
- (E) On Indian lands described in Appendix A to this Tribal-State Compact, the plenary law enforcement powers of the Coushatta Tribe of

Louisiana and the State of Louisiana include, but are not limited to, immediate access to any premises, building, location, storage facility, or place whatsoever, wherever, in which might be found any thing, tangible or intangible, produced by, a part of, contributing to, or in any way whatsoever related to, a violation of any criminal law made applicable by this Tribal-State Compact. This access includes, but is not limited to, books, records, equipment, electronic data, and supplies. On non-gaming Indian lands, this access may be exercised by the State of Louisiana only in the company of, or proceeded by authorization from, a designated official of the Coushatta Tribe of Louisiana.

SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS

- (A) The gaming facilities and operation authorized by this Tribal-State Compact have been validated by the Coushatta Tribe of Louisiana to be in conformity with the requirements of this Tribal-State Compact. Verification of this requirement shall be made through a joint inspection, followed by a letter of compliance sent by the State of Louisiana within seven (7) working days after the completion of the inspection. In the event that the State of Louisiana determines that the gaming facilities or operation are not in compliance with this Tribal-State Compact, it shall identify the reasons for such determination in a written notice of non-compliance. Upon receipt of such notice of non-compliance, the Coushatta Tribe of Louisiana and the State of Louisiana shall meet within seven (7) working days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(D) et seq. of this Tribal-State Compact.
- (B) Any management company, including its principals, utilized by the Coushatta Tribe of Louisiana to assist in the management or operation of the gaming facilities or operation, shall be licensed by the Coushatta Tribe of Louisiana, be certified by the State of Louisiana, and shall satisfy all federal requirements prior to providing management services for Class III gaming activities, and every two (2) years thereafter.
- (C) Each person or entity extending financing to the gaming facilities or operation shall be licensed by the Coushatta Tribe of Louisiana and be certified by the State of Louisiana prior to providing financial services, and every two (2) years thereafter, unless they are granted presumptive suitability under the provisions of this Tribal-State Compact.
- (D) Each manufacturer and supplier of gaming services, supplies, or equipment shall be licensed by the Coushatta Tribe of Louisiana and be

certified by the State of Louisiana prior to the sale of any gaming goods or services, and every two (2) years thereafter. If a supplier or manufacturer possesses a valid gaming license issued by the State of Louisiana, it may be deemed certified for the purposes of this Tribal-State Compact, provided that they submit an updated certification application and/or affidavit, and remit the appropriate certification fees and tax clearance forms to the State of Louisiana. Nothing in this Tribal-State Compact shall be deemed to invalidate existing certification.

(E) Each person or entity that provides the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions during the immediate past twelve (12) month period, who has received in excess of \$50,000.00 annually from the Class III gaming facilities or operation as payment for providing non-gaming goods and services to the Tribal gaming operation shall, except as provided in subparts G and H of this section, be licensed by the Coushatta Tribe of Louisiana and be certified by the State of Louisiana prior to the sale of any goods or services, in excess of \$50,000.00 and every two (2) years thereafter. Persons or entities that provide the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions in amounts less than as provided above, are exempt from the licensing and certification requirements, provided:

- (1) Not less than monthly, the Coushatta Tribe of Louisiana shall provide the State of Louisiana with the names and addresses of the persons or entities supplying goods and services under this exception to the certification requirements.
- (2) Not less than quarterly, the Coushatta Tribe of Louisiana shall provide the State of Louisiana with a statement of the dollar amount of goods and services provided by each person or entity.
- (3) The Coushatta Tribe of Louisiana shall not knowingly or willingly allow any person or entity to provide supplies, services, or concessions under another name for the purpose of evading State certification requirements.
- (4) No person or entity who provides supplies, services or concessions to the gaming operation, shall purposely and knowingly evade State Certification, by utilizing another name or scheme or by manipulating their billing cycle in any manner to avoid compliance with the provisions of this or any other section of this Tribal-State Compact. Any person or entity involved in such intentional evasion shall be subject to having

their State Certification, including certification by presumptive suitability, suspended or revoked.

(5) Any non-gaming State Certification issued pursuant to this section is a revocable privilege. Any non-gaming vendor or supplier may, at any time, be required by the State of Louisiana to demonstrate by clear and convincing evidence his/her suitability and qualifications, even if otherwise exempt or presumed suitable. Failure to pay any fee required by this Tribal-State Compact shall be grounds for the State of Louisiana to refuse to place a certified non-gaming vendor or supplier in an approved status.

(G) The following non-gaming vendors and suppliers may be presumed suitable as non-gaming suppliers by the State of Louisiana and not required to obtain a non-gaming State Certification pursuant to this section; provided that the non-gaming vendor or supplier has submitted, to the State, on a form supplied by the State, a completed request for presumptive suitability:

(1) Non-profit charitable organizations, charitable sponsorships, and educational institutions that receive funds from the Tribal gaming facility or operation, including educational institutions that receive tuition reimbursement on behalf of employees of the Indian gaming facilities or operation.

a. Non-profit charitable organizations, for purposes of this section shall mean a non-profit board, association, corporation, or other organization domiciled in this state and qualified with the United States Internal Revenue Service for an exemption from the federal income tax under Sections 501(c),(3),(4),(5),(6),(7),(8),(10), or (19) of the Internal Revenue Code.

(2) Entities which provide only one or more of the following services to the Tribal gaming facilities or operation and which are the sole source provider of such services:

a. Water;

b. Electricity,

c. Natural Gas

d. Local telephone services; and

- e. Hospital/Medical Facilities;
- (3) Insurance companies regulated by the State of Louisiana providing insurance to the Tribal gaming facilities or operation and to their employees through the Tribal gaming facilities (medical, life, dental, and property);
- (4) State and federally regulated banks and savings and loan associations (unless such institutions are operating under any type of cease and desist order);
- (5) All state, federal, and municipal operated agencies;
- (6) All liquor, beer and wine industries regulated by the Louisiana Alcohol Beverage Control Commission/Board;
- (7) National or local professional associates that receive funds from the Tribal gaming operation for the cost of enrollment, activities, and membership;
- (8) Providers of professional services including accountants, architects, attorneys, engineers and lobbyists, when acting in their respective professional capacities;
- (9) Electronic and print media, newspapers and book publishers which contract Tribal gaming operation to provide advertising services;
- (10) Nationwide shipping services, including Federal Express, United Parcel Service, Airborne express and Emory Freight;
- (H) Nothing herein shall be construed to bar any publicly traded non-gaming vendor or supplier required to obtain a non-gaming State Certification, from requesting a grant of presumptive suitability. The State of Louisiana may grant such a request upon showing of good cause.
- (I) The State of Louisiana may revoke any grant of presumptive suitability made pursuant to this Section and require any person or entity to demonstrate by clear and convincing evidence his/her or its suitability and qualifications for State Certification, by submitting to the normal process of certification.

(J) Prior to the commencement of employment and every two (2) years thereafter, every gaming employee shall be licensed by the Coushatta Tribe of Louisiana and be certified by the State of Louisiana. For purposes of this Tribal-State Compact, a gaming employee shall mean any person employed in the operation or management of the gaming facilities or operation, whether employed by or contracted to the Coushatta Tribe of Louisiana, or any person or entity, whether or not located on Tribal lands, that provides services to the Coushatta Tribe of Louisiana regarding any Class III gaming activity. Such gaming employees include, but are not limited to, gaming operation managers, assistant managers, accounting personnel, surveillance personnel, cashier supervisors, dealers, croupiers, box men, floor men, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, management companies and their principals, and any other person whose employment duties are gaming related and require or authorize access to restricted areas of the gaming facilities or operation not otherwise open to the public. Anyone who is not otherwise exempt from State certification and/or Tribal license requirements by Section 2(D) of this Tribal-State Compact and whose employment duties or responsibilities require them to have access to sensitive or privileged information, including but not limited to, casino personnel files, financial records, or access to documents generated by the Coushatta Tribal Gaming Commission and/or the State of Louisiana shall be subject to licensing and State certification requirements, including the presumptive suitability requirements.

(K) Any person or entity who makes application to provide gaming or non-gaming supplies, services, or concessions to the gaming operation and is found to be unsuitable, and any person or entity who is found suitable, but who is later determined to be unsuitable, by the State of Louisiana shall not be eligible to provide supplies, services, or concessions of any kind, in any amount, to the Tribal gaming operation.

(L) (1) When analogous circumstances exist, all employment and contracts relative to the conduct of Class III gaming shall be established and maintained on a preferential basis. The first preference shall consist of members of federally recognized Indian Tribes located within the State of Louisiana. The second preference shall consist of persons and entities domiciled in the State of Louisiana. The third preference shall consist of all persons and entities that are not included within the first and second preferences.

(2) Nothing herein shall prohibit the Coushatta Tribe of Louisiana to have the exclusive right to select a management company,

including its principals, to assist in the management and operation of the gaming facilities and operation, subject to the licensing and certification requirements defined within this Tribal-State Compact.

SECTION 7: LICENSING AND CERTIFICATION PROCEDURES

- (A)** Prior to providing any functions or services, all persons and entities shall be licensed by the Coushatta Tribe of Louisiana and be certified by the State of Louisiana.
 - (1)** Each applicant for a Tribal gaming license and for State certification shall submit the completed applications to the Coushatta Tribe of Louisiana and to the State of Louisiana. Application for State certification shall be made on forms provided by the State of Louisiana. No Tribal license shall be issued until the applicant has obtained State certification, except as provided in Section 6:(G) and Section 7:(K) of this Tribal-State Compact. The issuance of a State certification is not an entitlement to the issuance of a Tribal license.
 - (2)** Each completed State certification application shall be accompanied by the applicants fingerprint card, current photograph, and the required fee. Each applicant shall produce such information, documentation, and assurances relative to their financial stability, integrity, and responsibility, including, but not limited to, bank references, business and personal income, disbursement schedules, tax returns and other reports filed with governmental agencies, business and personal accounting documents, check records and ledgers, and any other records or documentation as may be deemed necessary by the State of Louisiana. Each applicant shall produce sufficient information to clearly demonstrate the applicant's qualifications for the license requested.
 - (3)** If the applicant is a business entity, then the persons subject to investigation shall include any officer, director, partner, or stockholder owning in the aggregate more than five percent (5%) of the stock of the entity, as well as his or her immediate family. If any stockholder owning more than five percent (5%) of the stock of an applicant is a business entity, then the persons subject to investigation shall be determined in the same manner as set forth above.

(B) After providing a completed application and the required fee for State certification, each applicant shall submit to a background investigation to ensure the applicant is qualified for State certification. Upon completion of the background investigation, the State of Louisiana shall issue the applicant a State certification or a written statement setting forth the grounds for denial. For each applicant, the State of Louisiana shall provide the Coushatta Tribe of Louisiana a copy of the State certification or the written statement of denial.

(C) (1) The State of Louisiana may revoke, suspend, or deny a State certification for any reason it deems to be in the public interest. These reasons include, but are not limited to, when an applicant for or holder of State certification:

- (a) Violates, or causes, aids, abets, or conspires with another to cause or attempt to cause any person to violate any of the laws, rules, or regulations of the State of Louisiana, or the provisions of any Tribal-State Compact.
- (b) Has obtained any license or certification in any jurisdiction by fraud, misrepresentation, concealment, inadvertence, or mistake.
- (c) In any jurisdiction, has plead guilty to, been convicted or forfeited bond on a charge of, or can be shown to have committed, any offense or unlawful action by whatever name, including but not limited to, forgery; larceny; theft; extortion; conspiracy to defraud, willful failure to make required payments or true reports to any Tribal, State, or federal agency; bribing or otherwise unlawfully influencing any Tribal, State, or federal official, employee, or member; or any crime involving any gaming activity; which, at the time of the occurrence is punishable by more than one year imprisonment; including offenses originally classified as a felony offense.

- (i) In the awarding or renewing of a State certification an offense shall not be considered as a basis of denial and/or revocation as otherwise required by the provisions of this Tribal-State Compact if the offense was a felony and ten (10) or more years have elapsed, or a misdemeanor and five (5) or more years have elapsed, between the successful completion or service of any

sentence, deferred adjudication or period of probation or parole, and the date of application, and the offense did not involve gaming/gambling offenses, a crime of violence, a sex crime, or any other offenses for which a sentence was imposed of five (5) years or more; or

- (d) Fails to provide information and documentation to reveal any fact material to certification, or the supplying of information which is untrue or makes a misrepresentation of a material fact to the Coushatta Tribe of Louisiana and/or the State of Louisiana.
- (e) Fails to prove by clear and convincing evidence their qualifications in accordance with the provisions of this Tribal-State Compact.
- (f) Is subject to current prosecution, has pending charges, or a conviction which is under appeal, for any offense included in Section 7:(C)(1)(c) of this Tribal-State Compact. The State of Louisiana may defer decision upon the application during the pendency of such prosecution or appeal upon request of an applicant for or holder of State certification.
- (g) Fails to maintain financial stability, integrity, or responsibility.
- (h) Has had a Tribal license revoked, suspended, or denied.
- (i) Has demonstrated a willful disregard for compliance with the gaming regulatory authority in any jurisdiction. The suspension, revocation, forfeiture of any license certification, and other civil penalties may demonstrate a willful disregard for compliance.
- (j) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of any criminal law, if the participation of such person in gaming or related activities may be inimical to the proper operation of any gaming or gaming related activity in the State of Louisiana. For the purposes of this Tribal-State Compact, occupational manner or context shall be defined as the systematic planning,

administration, management, or execution of an activity for financial gain.

- (k) Is a career offender, member of a career offender cartel, or is an associate of a career offender or career offender cartel when such association may be inimical to the proper operation of the authorized gambling or related activities in the State of Louisiana. For the purposes of this Tribal-State Compact, career offender shall be defined as any person who pursues economic gain in an occupational manner or context that violate any criminal law. A career offender cartel shall be defined as any group of persons who operate together as career offenders.
- (l) Has denied the Coushatta Tribe of Louisiana or the State of Louisiana access to any place where activity required to be licensed under this Tribal-State Compact is being conducted, or has failed to produce for inspection or audit any book, record, document, or other item required by this Tribal-State Compact, or by any procedure, standard, rule, or regulation approved pursuant to this Tribal-State Compact.
- (m) Fails to cooperate with either the Coushatta Tribe of Louisiana or the State of Louisiana in any investigation to determine whether or not any violation of law or Tribal-State Compact has occurred.
- (n) Has created or fostered an appearance of impropriety, by virtue of their present or past activities, criminal record, reputation, habits, or associations, or has otherwise engendered a situation which threatens the public interest in the integrity of gaming, the effectiveness of gaming regulation and control, or in fair and lawful practices, methods, and financial arrangements in gaming; or who has been identified in published reports of any Federal or State Legislative or Executive body as being a member or associate of organized crime or being of notorious or unsavory reputation.
- (o) Fails to be current in filing all applicable tax returns, or fails to be current in the payment of all taxes, interest, and penalties owed to the State of Louisiana and the

Internal Revenue Service, excluding items under formal appeal pursuant to applicable laws.

- (p) Fails to notify the Coushatta Tribe of Louisiana and the State of Louisiana of any significant change in the information submitted in an application for a Tribal license or State certification, or in a required report.
- (2) For purposes of reviewing any application for a State Certification and for considering the revocation, suspension, or denial, or any State Certification, the State of Louisiana may consider any prior criminal conduct of the applicant or holder of certification, whether or not the provisions of LSA-R.S. 15:572 et seq., LSA-C.Cr.P. art. 893 et seq., LA CONST Art. 4 § 5(E) or any similar provision of any other jurisdiction have been applied.

(D) Any applicant for or holder of State certification shall be entitled to a review of any action by the State of Louisiana which may result in revocation, suspension, or denial of State certification. Such review will be conducted in the following manner:

- (1) If after a preliminary investigation, the Louisiana State Police Indian Casino Gaming Division (“Division”) finds that an applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification, but is not clearly excluded from certification by those criteria, it shall give notice of its intention to deny, revoke, or suspend certification to the applicant and the Tribal Gaming Commission; the matter shall then be referred to the Tribal Gaming Commission for further investigation. If, after investigation, the Tribal Gaming Commission recommends to the Division the person or entity be certified, barring any new disqualifying information, the Division will then certify the applicant; otherwise, the Division will deny, revoke or suspend the person or entity.
- (2) If after an investigation, the Division finds that an applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification and is clearly excluded from certification by those criteria, the Division shall give the applicant or holder written notice, either by personal service or certified

mail, of the action, order, or decision of the Division. If the applicant or holder wishes to have a review of the denial, suspension, or denial of certification, he/she shall within fifteen (15) calendar days of receipt of this notice (as evidenced by the return receipt for the Division's notice or an affidavit of service by the Division) file a written request for review with the following person:

**Administrative Docket Clerk
Louisiana Gaming Control Board
224 Florida Street, Suite 202,
Baton Rouge, Louisiana 70801,**

or such other person or address as may become applicable and indicated in the Division's notice.

The review shall be conducted in the form of a hearing, by a Hearing Officer for the Louisiana Gaming Control Board. Any applicant or holder who fails to timely request a hearing accompanied by the deposit for costs of the hearing as hereinafter provided, shall be deemed to have waived their right to a review.

- (i) The request for a review shall be accompanied by a certified check or money order in the amount of \$100.00, to be applied to the costs of the court reporter, preparation of the record, and postage expenses in connection with the review. If these costs and expenses exceed \$100.00, the applicant or holder shall bear the excess costs. Regardless of the ultimate outcome of the review process, the failure to pay any excess costs, within sixty (60) days of billing, will result in certification being withheld or withdrawn until payment is made. However, if these costs and expenses amount to \$95.00 or less, the difference will be refunded to the applicant or holder.
- (ii) Following the hearing, the hearing officer may either render a decision or take the matter under advisement. If the matter is taken under advisement, the hearing officer will make a decision within thirty (30) days of receipt of the transcript of the hearing from the court reporter. The hearing officer may sustain, reverse, or modify an action, order, or decision of the Division.

- (iii) Either the applicant or holder, or the State, may appeal the decision of the Hearing Officer to the Louisiana Gaming Control Board. The Louisiana Gaming Control Board may sustain, reverse, or modify an action, order, or decision of the Division, or the hearing officer, if it finds that the action of the Division or hearing officer was contrary to the facts in the record, or contrary to the provisions of this Tribal-State Compact, or arbitrary and capricious.
- (iv) Either the applicant or holder, or the State, may appeal the decision of the Louisiana Gaming Control Board to the Nineteenth Judicial District Court. This appeal shall be an appeal on the record only and shall not be a trial de novo. The District Court may reverse or modify an action, order, or decision of the Division, the hearing officer, and/or the Louisiana Gaming Control Board; if it finds, by clear and convincing evidence, based upon the record of the proceedings, that the action of the Division, Hearing Officer, and/or the Louisiana Gaming Control Board was clearly contrary to the facts in the record or contrary to the provisions of this Tribal-State Compact, or arbitrary and capricious. The petition for appeal to the District Court shall be filed with the district court within fifteen (15) days of receipt of the Board's decision by the applicant or holder (as evidenced by the return receipt for the notice of the decision or by affidavit of service by the Division), or the right to appeal shall be deemed to have been waived. All costs of appeal shall be paid by the applicant or holder regardless of the outcome of the appeal.

(3) Applicants and holders of State certification who were denied, suspended, or revoked prior to the effective date of this amended and extended Tribal-State Compact, and have not done so, shall have sixty (60) days from the effective date of this amended and extended Tribal-State Compact, to request a review of their denial, suspension, or revocation as provided for in this section. Any such applicant or holder who fails to do so will be deemed to have conclusively waived their right to a review of the State's action.

(4) If during the existence of this Tribal-State Compact or any extension thereof, the means and procedures for appeals of denials, suspensions, and revocations of gaming licenses and permits in riverboat gaming are substantially changed, by Louisiana Law or the Louisiana Gaming Control Board, either the State or the Tribe may request a Tribal-State meeting, within thirty (30) days of the change, to determine the necessity or desirability of changes to the means and procedures for reviews set forth herein.

(5) Nothing herein shall prevent the Coushatta Tribe of Louisiana from invoking its disciplinary procedures and proceedings.

(6) The Coushatta Tribe of Louisiana and the State of Louisiana agree to make any of the employees of the Tribal Gaming Operation and the Department of Public Safety and Corrections available as witnesses, for the hearings provided for in this section, at no cost to the State or the Tribe.

(E) The revocation, suspension, or denial, of any Tribal gaming license by the Coushatta Tribe of Louisiana shall be in accordance with Tribal ordinances and regulations governing such actions. The grounds for revocation, suspension, or denial shall not be less stringent than those contained in this Tribal-State Compact.

(F) Any Tribal license or State certification shall be effective for two (2) years from date of issuance, unless suspended or revoked prior to that time. A licensed and certified person or entity that has applied for renewal prior to the expiration date may continue to serve under the expired license or certification until notice is received on the renewal application from the Coushatta Tribe of Louisiana and the State of Louisiana. On the appropriate renewal forms, applicants for renewal of license or certification shall provide updated material as requested, which may include historical data already submitted to the Coushatta Tribe of Louisiana and the State of Louisiana.

(G) The Coushatta Tribe of Louisiana shall require all gaming employees to wear in plain view an identification card, which shall include the employee's name, photograph, identification number unique to the employee, a Tribal seal or signature, and a date of expiration.

(H) In an effort to ensure a qualified work force in all areas of Class III and other types of gaming authorized by the State of Louisiana, the final

disposition of any administrative action concerning a Tribal license or State certification shall be forwarded to both the Coushatta Tribe of Louisiana and the State of Louisiana, and shall be maintained as a part of their permanent licensing records.

(I) (1) The fees for State certification shall be as follows:

(a)	Gaming Employee - Initial Certification	\$100.00
(b)	Gaming Employee - Renewal	\$100.00
(c)	Management Companies - Initial Certification	\$5,000.00
(d)	Management Companies - Renewal	\$5,000.00
(e)	Gaming Manufacturers and Suppliers - Initial Certification	\$5,000.00
(f)	Gaming Manufacturers and Suppliers - Renewal	\$1,000.00
(g)	Non-Gaming Manufacturers and Suppliers - Initial Certification	\$1,000.00
(h)	Non-Gaming Manufacturers and Suppliers - Renewal	\$500.00

(2) In the event that the actual cost incurred by the State of Louisiana exceeds the above fees, those costs will be assessed to the applicants during the investigation process. In the event that the actual cost incurred by the State of Louisiana exceeds the above fees, the State of Louisiana shall notify the applicant and the Coushatta Tribe of Louisiana. No investigation shall proceed without prior written approval from the party responsible for the payment of fees. Payment in full to the State of Louisiana will be required prior to the issuance of State certification. All fees are non-refundable. The fees for State certification may be revised upon the concurrence of the Coushatta Tribe of Louisiana and the State of Louisiana. The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

- (J) The fees for all Tribal licenses shall be established and maintained by the Coushatta Tribe of Louisiana.
- (K) Within ten (10) days after the receipt, by the State of Louisiana, of a completed application and fee, the Coushatta Tribe of Louisiana may request the State of Louisiana to issue a temporary certification to an applicant, unless the background investigation discloses that the applicant has a criminal history or other grounds sufficient to disqualify the applicant pursuant to this Tribal-State Compact. The Coushatta Tribe of Louisiana may issue an applicant a temporary license after the applicant has obtained a temporary certification from the State of Louisiana. The temporary certification shall become absolutely null and void upon the issuance of a State certification or upon the issuance of a denial of State certification.
 - (1) An Emergency Temporary Certification may be granted, immediately, when circumstances or events arise which endanger the health, safety or welfare of the public, or employees of the Tribal gaming operation; or in the event of a natural disaster necessitating immediate repairs to protect human life/health and/or the structural integrity of the Tribal gaming facilities or operation; or to avoid a material disruption in the gaming operation. An Emergency Temporary State Certification may, by mutual agreement of the Coushatta Tribe of Louisiana and the State of Louisiana, be granted to such persons, businesses, or other entities as may be necessary to make the required repairs or provide the services required for the protection of life/health and property; provided a completed application and appropriate fees are provided to the State of Louisiana within ten (10) days of the issuance of the Emergency Temporary State Certification. The Emergency Temporary State Certification shall become absolutely null and void upon the issuance of a State Certification or upon the issuance of a denial of State Certification.
- (L) The Coushatta Tribe of Louisiana may summarily suspend any Tribal license and the State of Louisiana may summarily suspend any State certification when a person or entity violates this Tribal-State Compact, or constitutes an immediate threat to the public health, safety, or welfare by means of corrupt, incompetent, dishonest, or illegal practices.

(M) A State certification is only valid for the applicant and cannot be transferred to any other person or entity. Any significant change in the information submitted by an applicant on the application for State certification shall be filed with the State of Louisiana within ten (10) days of the change. For the purposes of this Tribal-State Compact, a significant change includes, but is not limited to, any change in the personal data submitted by an applicant in an application for State certification and/or any change in the officers, directors, managers, proprietors, or persons having a direct or indirect financial interest in any certified entity.

SECTION 8: TRIBAL ENFORCEMENT OF TRIBAL-STATE COMPACT

(A) The Coushatta Tribe of Louisiana shall establish and maintain a Tribal Gaming Commission which shall have the primary responsibility for the on-site regulation, control, and security of the gaming facilities and operation authorized by this Tribal-State Compact. Upon written request of the Coushatta Tribe of Louisiana, the State of Louisiana may assist in developing and training agents of the Tribal Gaming Commission. Funding for such developing and training shall be provided by the Coushatta Tribe of Louisiana. As part of its duties, the Tribal Gaming Commission shall exercise the primary administrative enforcement in the gaming facilities and operation, and shall provide for and perform the following functions:

- (1) The physical safety of patrons in the gaming facilities and operation.
- (2) The physical safety of personnel employed by the gaming facilities and operation.
- (3) The physical safeguarding of assets transported to and from the gaming facilities and cashier's cage department.
- (4) Protecting the gaming facilities and operation from illegal activity.
- (5) Identifying all people and entities that may be involved in illegal activity for the purpose of notifying the State of Louisiana.
- (6) The recording of all unusual occurrences within the gaming facilities and operation. Without regard to significance or injury, each occurrence shall be assigned a sequential number and, at a minimum, the following information shall be recorded

in indelible ink in a bound notebook from which pages cannot be removed and each side of each page is sequentially numbered:

- (a) the assigned number;
- (b) the date;
- (c) the time;
- (d) the nature of the incident;
- (e) the persons or entities involved in the incident; and
- (f) the security or Tribal Gaming Commission employee assigned.

- (B) The Tribal Gaming Commission shall employ duly qualified Inspectors who shall be independent of the gaming facilities and operation as well as the management company, and shall be supervised by and be accountable to the Tribal Gaming Commission. These Inspectors shall provide oversight to the services of the management company and other service entities. These Inspectors shall report to the Tribal Gaming Commission regarding any failure by the Tribal gaming facilities or operation to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. Inspectors shall receive consumer complaints within the gaming facilities and operation, and shall assist in seeking voluntary resolution of such complaints. The Tribal Gaming Commission shall investigate any report of a failure to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. The Tribal Gaming Commission may direct the terms and conditions of compliance to the Tribal gaming facilities and operation. Inspectors and other Tribal Gaming Commission employees shall be required to obtain a Tribal license and a State certification.
- (C) An Inspector shall be present in the gaming facilities and operation during all hours of operation, and shall have immediate access to all areas of the gaming facilities and operation for the purpose of ensuring compliance with the provisions of this Tribal-State Compact and Tribal ordinances. Any violation of this Tribal-State Compact or Tribal ordinances by the Tribal gaming facilities or operation, gaming employee, or any other person, shall be reported immediately to the Tribal Gaming Commission, and shall be forwarded to the State of Louisiana within twenty-four (24) hours of the time the violation was

noted. In matters involving suspected criminal activity, the State of Louisiana shall be afforded immediate and effective notification.

- (D) The Tribal Gaming Commission shall investigate any reported violation of this Tribal-State Compact, and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as directed by the Tribal Gaming Commission. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions against any licensee, employee, or any other person or entity directly or indirectly involved in or benefiting from the gaming facilities or operation.
- (E) Upon completion, the Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions to the State of Louisiana. If requested by the Tribal Gaming Commission, the State of Louisiana may assist in any administrative investigation initiated by the Tribal Gaming Commission, and may provide other requested services to ensure compliance with this Tribal-State Compact, as well as with Tribal ordinances and laws.
- (F) Not less than quarterly, the Coushatta Tribe of Louisiana and the State of Louisiana shall meet to examine and to evaluate the regulation of gaming activities conducted pursuant to this Tribal-State Compact.
- (G) Nothing herein shall prevent the State of Louisiana from initiating and conducting independent investigations and enforcement actions.

SECTION 9: STATE ENFORCEMENT OF TRIBAL-STATE COMPACT

- (A) The State of Louisiana shall have all necessary power and authority to monitor the Tribal gaming facilities and operation, and shall have free and unrestricted access to the entire tract of land upon which the gaming facilities and operation are located, as described in Appendix A of this Tribal-State Compact, and to all buildings and improvements thereon during operating hours, and without giving prior notice. The State of Louisiana shall conduct its monitoring in such a manner as to have minimal impact on the gaming patrons.
- (B) The State of Louisiana shall have the authority to review and copy all records of the Tribal gaming facilities and operation, management company, financiers, as well as the manufacturers or suppliers of gaming services, supplies, and equipment during normal business hours. Any copy or information derived therefrom shall be deemed confidential, and shall be the proprietary financial information of the

Coushatta Tribe of Louisiana. The State of Louisiana shall give written notice to the Coushatta Tribe of Louisiana of any request for disclosure of such information, and shall not disclose such information until the Coushatta Tribe of Louisiana has had a reasonable opportunity to challenge the request, pursuant to the provisions of Section 14:(D) of this Tribal-State Compact, or seek judicial relief. This public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Tribal-State Compact.

- (C) The State of Louisiana may investigate any reported or suspected violation of any criminal law or this Tribal-State Compact. The State of Louisiana may utilize any information obtained from any investigation or inspection for the purpose of denying, suspending, or revoking a State certification, or in any criminal proceeding.
- (D) Upon completion, the State of Louisiana shall forward copies of all State Certification and other regulatory investigative reports and final dispositions to the Tribal Gaming Commission in a timely manner. In regards to criminal investigations, the State of Louisiana shall initially provide DPS&C Form 3235 or its equivalent to the Tribal Gaming Commission upon request. At the conclusion of the investigation and prosecution and upon the request of the Tribal Gaming Commission the State of Louisiana shall provide copies of the completed investigative report to the Tribal Gaming Commission. Nothing in this subsection shall prohibit the State of Louisiana and the Coushatta Tribe of Louisiana from sharing any information deemed to be in the best interest of the parties involved, at any time.
- (E) Any individual, supply, or equipment that violates or does not conform with this Tribal-State Compact shall be subject to immediate removal from the gaming area to a designated holding area within the gaming facility which is not accessible to the public. Once the individual, supply, or equipment is removed to the holding area, specific reasons shall be provided to an Inspector as to why the individual, supply, or equipment violates or does not conform with this Tribal-State Compact. If the Coushatta Tribe of Louisiana and the State of Louisiana disagree on the status of the individual, supply, or equipment, the matter shall be resolved pursuant to Section 14:(D) of this Tribal-State Compact, and the individual, supply, or equipment shall not be returned to the gaming area until the matter is resolved. This procedure shall in no manner affect the authority of the Coushatta Tribe of Louisiana or the State of Louisiana to enforce any and all jurisdictional rights granted them by

Tribal, State, and federal laws as to any crimes committed as a result of activities contemplated by this Tribal-State Compact.

- (F) Notwithstanding any other law to the contrary, the State of Louisiana may enter into intelligence sharing, reciprocal use, or restricted use agreements with the enforcement or regulatory agencies of the federal government, States, or other jurisdictions.
- (G) Nothing herein shall prevent the Coushatta Tribe of Louisiana from initiating and conducting independent investigations and enforcement actions.

SECTION 10: OPERATION AND MANAGEMENT REGULATIONS

- (A) All Class III gaming shall be conducted in such a manner that ensures, to the maximum extent practicable, that it is secure, honest, and that the interests of the Coushatta Tribe of Louisiana, the State of Louisiana, and the public are protected at all times. The State of Louisiana shall fully cooperate with and assist the Coushatta Tribe of Louisiana in meeting its obligations in this regard.
 - (1) All facilities that are used in the operation of Class III gaming shall be designed and constructed in such a manner as to preserve and to protect the health and safety of the public and the environment. All such facilities shall comply with the standards and procedures established by or utilized in the State of Louisiana in its building and fire codes, even though those standards do not otherwise apply to facilities built or owned by the Coushatta Tribe of Louisiana on its Indian lands.
 - (2) The Coushatta Tribe of Louisiana shall comply with all applicable State and federal law governing the purchase, sale, and serving of alcoholic beverages in any gaming facility. Nothing herein shall be deemed to give any authority, licensing or otherwise, to the Parish with respect to such purchase, sale, or serving. No person who is visibly intoxicated shall be permitted to participate in any gaming activity.
 - (3) (a) No person who is a minor under the age of twenty-one (21) shall participate in any gaming activity. If any such minor does participate in any gaming activity and otherwise qualifies for a prize or winnings, then the prize or winnings shall not be awarded or paid, and the

estimated amount wagered during the course of the game shall be forfeited by the minor.

- (b) In the event that the State of Louisiana amends the Louisiana Riverboat Economic Development and Gaming Control Act or the Louisiana Economic Development and Gaming Corporation Act to allow gaming by persons under the age of twenty-one (21), then the age limitations in Section 10:(A)(3)(a) of this Tribal-State Compact shall be considered amended to the age authorized by the State of Louisiana.
- (4) (a) The Coushatta Tribe of Louisiana shall maintain comprehensive general liability insurance coverage from any admitted or authorized insurer subject to direct action under Louisiana law. Such policies and/or coverage shall maintain ample liability and property loss coverage to protect against any foreseeable loss or risk. The coverage for such loss or risk shall be the greater of \$4,000,000 or twice the insurable risk of the insured. The Coushatta Tribe of Louisiana shall also maintain workers' compensation coverage through insurance or self-insurance. If self-insured for workers' compensation purposes, the Coushatta Tribe of Louisiana shall secure compensation to employees in the same manner established by or utilized in the State of Louisiana for self-insured employers, including state certification for purposes of self-insurance, even though those standards or procedures do not otherwise apply to the Coushatta Tribe of Louisiana.
 - (b) The Coushatta Tribe of Louisiana shall provide proof to the State of Louisiana of continuous coverage upon the issuance, amendment, or renewal of each such policy or certificate of self-insurance.
 - (c) The gaming management company and all other entities contracting with the Coushatta Tribe of Louisiana shall maintain such policies of comprehensive general liability and workers' compensation insurance as required by State law, and shall maintain proof of such continuous coverage.
 - (d) Each such policy of insurance, shall contain, or be deemed to contain, an exclusion that the insurer or the

insured shall not be entitled to make any claim of sovereign immunity in defense of liability, but shall be liable, including court costs and attorneys' fees incurred by the State of Louisiana, for its insured, as though the insured were a Louisiana domiciliary, as well as a provision requiring immediate notice to the State of Louisiana and the Coushatta Tribe of Louisiana of any change in coverage or default or delay in payment of premium or other occurrence which threatens the continuity or amount of coverage.

- (e) The Coushatta Tribe of Louisiana shall indemnify, defend, and hold harmless, the claims, damages, losses, or expenses including court costs attorneys' fees asserted against or suffered or incurred by the State of Louisiana or any of them, based upon or arising out of any bodily injury or property damage or loss resulting or claimed to result in whole or in part from any act or omission whether negligent or intentional of the Coushatta Tribe of Louisiana relating to the inspection of any gaming, gaming facilities and operation, or the performance of any function or duty provided for under this Tribal-State Compact or Tribal ordinances regarding public health, safety, and welfare.
- (5) All Class III gaming authorized by this Tribal-State Compact shall be on a cash or casino credit basis. The Coushatta Tribe of Louisiana may cash checks and may install bank card and credit card facilities in the same manner as permitted at retail businesses in the State of Louisiana.
- (6) The Coushatta Tribe of Louisiana shall maintain reasonable procedures for the disposition of tort claims arising from alleged injuries to patrons of its gaming facilities and operation. The Coushatta Tribe of Louisiana shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of any provision of this Tribal-State Compact, but may adopt a remedial system analogous to that available for similar claims arising against the State of Louisiana.

(B) The Coushatta Tribe of Louisiana shall maintain detailed regulations to govern the facilities and operation and management of the gaming facilities and operation. The regulations shall ensure that the interests of the Coushatta Tribe of Louisiana and the State of Louisiana relating

to Class III gaming are preserved and protected. The regulations shall maintain the integrity of the gaming operation, and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III gaming operation. The regulations shall be at least as stringent as those required by the Indian Gaming Regulatory Act and all other applicable laws, rules, and regulations of the National Indian Gaming Commission and the federal government.

- (C) (1) The Coushatta Tribe of Louisiana may offer the following Class III games:
 - (a) Any Class III electronic game of chance.
 - (b) The banking card game commonly known as "21" or "Blackjack".
 - (c) The game commonly known as "Roulette".
 - (d) The game commonly known as "Craps".
 - (e) The game commonly known as "Poker".
 - (f) The games commonly known as "Baccarat" and "Mini-Baccarat".
 - (g) The game commonly known as "Keno".
 - (h) Any other authorized Class III game offered or conducted pursuant to this Tribal-State Compact.
 - (i) In the event that any other Class III game can be offered or conducted by any other gaming entity in the State of Louisiana, then this Tribal-State Compact shall be considered amended to grant to the Coushatta Tribe of Louisiana the right to offer and conduct such Class III game. The fact that any Class III game is not actually being conducted in the State shall not, in any way, restrict the Tribe's right to offer and conduct any games otherwise permissible pursuant to the Indian Gaming Regulatory Act.
 - (j) Any Class III game which cannot at the time be offered or conducted by any other gaming entity in the State of Louisiana, the play of which has received the concurrence of the Indian Gaming Division.

(2) Prior to the commencement of each Class III game and upon the concurrence of the State of Louisiana, the Coushatta Tribe of Louisiana shall adopt standards and rules of each game, which shall be substantially similar to those practiced in Louisiana, including wagering or play. The State of Louisiana and the Tribal Gaming Commission shall review all standards and rules for games to ensure that they do not fundamentally alter the nature of the game, and to ensure the games will be conducted fairly, honestly, and with integrity. Initial standards and rules of each game shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the Coushatta Tribe of Louisiana and the State of Louisiana. The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

(3) The standards and rules of each game and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the gaming facilities and operation.

(D) The Coushatta Tribe of Louisiana shall maintain procedures pursuant to the following requirements. All such procedures shall be made an Appendix to this Tribal-State Compact.

(1) A surveillance log recording all surveillance activities and a security log recording the employee assignments of the security department shall be maintained in the monitoring room of the gaming facilities. These logs shall be available for inspection by the State of Louisiana.

(2) The Tribal Gaming Commission shall maintain a list of persons barred from the gaming facilities and operation, who because of their criminal history or association with a career offender or a career offender organization, threaten the integrity of the gaming activities, or the health, safety, or welfare of the public. This list shall be provided to the State of Louisiana.

(3) Not less than annually, the Tribal gaming facilities and operation shall be audited 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. The internal accounting and audit procedures shall become an Appendix to this Tribal-State Compact.

- (4) A closed circuit television system shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.
- (5) A cashier's cage shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.
- (6) Minimum requirements for supervisory staffing for each table and gaming pit operated in the gaming facilities shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.
- (7) Cash control management procedures shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact, which shall be adopted in connection with a certified public accounting firm with experience in cash control management procedures. These cash control management procedures shall safeguard monies, receipts, and other assets from skimming, money laundering, embezzlement, and other criminal activities.
- (8) To ensure the continued integrity of the Tribal gaming facilities and operation, no structural modification, or movement of any gaming structure or fixture of any kind, including movement of equipment and/or gaming devices within the related gaming areas shall be made without the consent of the State of Louisiana.

(E) The Coushatta Tribe of Louisiana will provide, for the exclusive use by the State of Louisiana and for the use by the employees of the Department of Public Safety and Corrections, adequate office space to accommodate the reasonable needs of the personnel at the Tribal gaming facility. Within this office space, there will be a separate room containing surveillance equipment, for monitoring and recording purposes. The State Police offices shall be furnished with adequate furniture, fixtures and equipment as reasonably requested by the State Police to fulfill their official duties and obligations as set forth in this Tribal-State Compact and shall be equipped with a security radio, house telephone and will house a dedicated computer which provides computer accessibility for the State Police in pursuance of their official duties, to review, monitor and record data identical to that of the Class III gaming operation's "Player Tracking" and slot data systems. Also, the Coushatta Tribe of Louisiana will provide the State of Louisiana

with dedicated parking space that provides immediate access to the gaming operation, in a number sufficient to accommodate the needs of the State Police personnel assigned to the Tribal gaming facility.

SECTION 11: REIMBURSEMENT OF ACTUAL EXPENSES INCURRED

- (A) The Coushatta Tribe of Louisiana shall reimburse the State of Louisiana for all expenses actually incurred by the State of Louisiana in carrying out its obligations pursuant to this Tribal-State Compact. Reimbursement shall be made for monitoring, investigative, intelligence, and processing costs. Reimbursement shall be made for actual expenses incurred less the amount of State certification fees received.
- (B) The Department of Public Safety and Corrections shall prepare and submit to the Coushatta Tribe of Louisiana by May 1 of each year a proposed detailed budget for the fiscal year commencing July 1. Concurrence to this budget may be granted in writing, and shall be granted automatically on June 1 unless written notice of disagreement is provided.
- (C) The Department of Public Safety and Corrections shall submit a detailed statement of actual expenses incurred on a quarterly basis to the Tribal Gaming Commission. The Coushatta Tribe of Louisiana shall reimburse the Department of Public Safety and Corrections within thirty (30) days after the receipt of the statement of expense. Except for the overtime category in the salaries section of the budget, the Department of Public Safety and Corrections shall not exceed the annual approved budget in expenses without the prior written approval of the Coushatta Tribe of Louisiana. This exception shall provide a mechanism to fund the actual expenses incurred by Department of Public Safety and Corrections for unexpected or temporary investigations.
- (D) In the event that a dispute arises from the application of Section 11 of this Tribal-State Compact, the Coushatta Tribe of Louisiana and the State of Louisiana shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(D) of this Tribal-State Compact.

SECTION 12: REVENUES

(A) The gross proceeds of all Class III gaming activities, less the amount awarded in prizes and winnings, shall be segregated from other revenue of the Coushatta Tribe of Louisiana, and shall be placed in a separate account and shall be separately accounted for until such time as all related expenses have been paid. Such funds may then be commingled with other funds of the Coushatta Tribe of Louisiana on a monthly basis. Separate records of the gross proceeds of all Class III gaming activities shall be maintained for at least six (6) years by the Coushatta Tribe of Louisiana.

(B) (1) For the purposes of Section 12 of this Tribal-State Compact, "net revenues" shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.

(2) Net revenues from the conduct of Class III gaming shall not be used for purposes other than:

- (a) To fund Tribal government operations and programs.
- (b) To provide for the general welfare of the Coushatta Tribe of Louisiana and its members.
- (c) To promote Tribal economic development.
- (d) To donate to charitable organizations.
- (e) To help fund operations of local governmental agencies.
- (f) Any purpose authorized by the Indian Gaming Regulatory Act.

(C) (1) The Coushatta Tribe of Louisiana shall make annual payments to the local governments of Allen Parish and the Town of Elton listed in Appendix D in the total annual amount of Seven Million and no/100 (\$7,000,000.00) Dollars. These funds shall be distributed quarterly, as provided for in Appendix D of this Compact. The total annual payment to each local government shall be in the amount listed in Appendix D. The Coushatta Tribe of Louisiana and the State of Louisiana agree that the funds provided pursuant to this Compact can be spent only as provided in Appendix D. By accepting such funds, the local governments which receive payments under this provision agree

that they shall use such funds solely for the purposes set forth in Appendix D. The Coushatta Tribe of Louisiana shall have no other control as to the expenditure of such funds.

(2) In the event that the Coushatta Tribe of Louisiana believes that a local government has used the funds received under this provision in violation of the provisions of Appendix D, the Tribe may, after the end of the fiscal year in which it alleges such violation occurred and within one hundred twenty (120) days of receipt by the Tribe of the annual audit of the political subdivision which is allegedly in violation, initiate the dispute resolution provisions contained in Section 14 of this tribal-state Compact. This is the only time period in which the Tribe may institute the dispute resolution provisions for an alleged violation of this Section 12 (C) or of Appendix D. The parties to such a dispute shall be the Coushatta Tribe of Louisiana and the State of Louisiana. If such a dispute is not resolved before the end of the second quarter of the fiscal year following the year in which the alleged violation occurred, the Tribe may, in lieu of making its regular quarterly payments to the political subdivision against whom the violation is alleged, deposit the sums due to that political subdivision in an escrow account at a bank designated by the mediator or arbitrator of the dispute. Funds deposited within such an escrow account shall be released and distributed as agreed by both the Coushatta Tribe of Louisiana and the State of Louisiana, or as ordered by the arbitrator. Failure by the Tribe to timely make a quarterly payment, except as provided in this paragraph shall be a breach of this compact.

SECTION 13: AMENDMENT AND REVISION

(A) This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the Coushatta Tribe of Louisiana and the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America. Written notice for amendment shall be provided, which will state the reasons for the request, identify the proposed amendments, and request concurrence for the amendments. Concurrence must be granted in writing. Unless a written notice of concurrence is provided within thirty (30) days, the Coushatta Tribe of Louisiana and the State of Louisiana shall be deemed to disagree on the proposed amendments. When disagreement has been deemed or upon notice of disagreement, the Coushatta Tribe of Louisiana and the State of Louisiana shall meet within ten (10) days to resolve the differences in good faith. If the

differences are not resolved, then the matter shall be referred to non-binding mediation, as provided for in Section 14(C) of this Tribal-State Compact. If the differences are not resolved by the mediation, then the proposed amendments shall not be adopted.

(B) The procedures, standards, rules, and regulations of this Tribal-State Compact may be revised upon the concurrence of the Coushatta Tribe of Louisiana and the State of Louisiana. Written notice for revision shall be provided, which shall state the reasons for the request, identify the proposed revisions, and request concurrence for the revisions. Concurrence may be granted in writing, and shall be granted automatically unless a written notice of disagreement is provided within the time specified in this Tribal-State Compact. The right to object to concurrence is subject to a prescriptive period as provided in this Tribal-State Compact. The laws of the State of Louisiana relative to the computation of time shall apply to all prescriptive periods utilized through this Tribal-State Compact. If the Tribe and the State do not agree on a proposed revision, then the mediation and arbitration procedures provided in section 14 (D) shall be followed.

SECTION 14: DISPUTE RESOLUTION

(A) The Coushatta Tribe of Louisiana shall maintain reasonable procedures for the disposition of patron disputes arising from the refusal to award an alleged prize or pay an alleged winning to a patron. The Coushatta Tribe of Louisiana shall not be deemed to have waived its sovereign immunity from suit with respect to such disputes by virtue of any provision of this Tribal-State Compact. These procedures shall be in writing and shall be provided upon request of any person and to any patron with whom a dispute over an alleged prize or winning arises.

(B) Notwithstanding any other provision to the contrary, the parties involved in a dispute arising from the conduct of Class III gaming may, by mutual consent, agree and submit to any alternative method of dispute resolution.

(C) The Commercial Mediation Rules of the American Arbitration Association, as appropriate, shall be utilized to resolve disputes arising from the conduct of Class III gaming, and where specified in this Compact. The Commercial Mediation Rules of the American Arbitration Association shall be made an Appendix to this Compact.

(D) In the event a disagreement or dispute arises between the Tribe and the State or their respective authorized designees, that cannot be resolved by informal means, then:

- (1) The party asserting or alleging the dispute shall notify the other party within ten (10) days. At that point, a period of negotiation shall commence. A preliminary meeting among authorized representatives shall then be held within ten (10) days of the notice commencing the action. At this preliminary meeting, a reasonable good faith attempt shall be made to resolve the dispute. Additional meetings may be held at the discretion of the parties. If the matter has not been resolved within forty-five (45) days from commencement, the parties may jointly agree to extend the period of negotiations or the matter shall be certified as a continuing dispute and be subject to the procedures set forth in Section 14:(D)(2) below. If resolution of the matter requires that the Compact be amended, then the procedures set forth in Section 13 of the Compact shall be followed.
- (2) In the event that the dispute cannot be resolved during the period of negotiation, then the parties shall agree to immediately submit to a mediation process which shall be governed by the Commercial Mediation Rules of the American Arbitration Association.
- (3) If upon completion of the mediation process as described in the proceeding Section 14:(D)(2), the dispute is not resolved to the satisfaction of a party, then the aggrieved party shall, within fifteen days from the conclusion of the mediation process, provide a written notice of disagreement. The person(s) who served as the mediator in the process shall prepare a summary report identifying the subject(s) of the disagreement between parties. This summary shall constitute the scope of the issues which, both parties agree, shall then be submitted to a formal binding arbitration process governed by the Rules of the American Arbitration Association. This process shall be as follows:
 - (a) The parties shall agree upon one arbitrator.
 - (b) If the parties are unable to so agree, the Tribe and the State shall each select one arbitrator, who thereafter shall select a third arbitrator with expertise in the subject matter of the dispute, and the three arbitrators so selected shall arbitrate the dispute. In the event the two

arbitrators selected by the parties are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association.

- (c) The arbitrators shall meet with the parties immediately after their appointment to determine a schedule for arbitration, including whether, and to what extent, discovery is required. The arbitrators may set the matter for an evidentiary hearing or oral arguments, or may deem to dispose of the dispute based upon written submissions only. If an evidentiary hearing is held, the normal rules of evidence shall be relaxed pursuant to the arbitrators' discretion. All parties shall have the right to participate in the hearing and may determine the most effective and efficient method for the presentation of their case. The parties may present evidence through live testimony, written reports and affidavits, or at argument by any person of their choice at proceedings before the arbitrators, irrespective of whether the representative is an attorney.
- (d) Cost of arbitration shall be borne equally by the parties. All parties shall bear their own costs and attorney fees associated with their participation in arbitration. The decision of the arbitrators shall be final and non-reviewable.

SECTION 15: EFFECTIVE DATE AND DURATION:

- (A) This Tribal-State Compact shall become effective and binding upon the Coushatta Tribe of Louisiana and the State of Louisiana, as hereby amended and extended, upon the publication in the Federal Register of notice of approval by the Secretary of the Interior of the United States of America.
- (B) This amended and extended Tribal-State Compact shall expire seven (7) years after it becomes binding upon the Coushatta Tribe of Louisiana and the State of Louisiana, unless sooner terminated under the provisions hereof.
- (C) This amended and extended Tribal-State Compact shall automatically be extended for terms of seven (7) years, unless the Coushatta Tribe of Louisiana or the State of Louisiana provides written notice of non-renewal not less than 180 days prior to the expiration of the original term of this Tribal-State Compact or any extension thereof.

(D) In the event that written notice of non-renewal is provided to the Coushatta Tribe of Louisiana or the State of Louisiana, then the Coushatta Tribe of Louisiana may request the State of Louisiana to commence good faith negotiations for a successor Tribal-State Compact, as provided in the Indian Gaming Regulatory Act.

SECTION 16: NOTICES

All notices required or authorized by this Tribal-State Compact shall be served by certified or private postal services which require a signature for receipt. All such notices shall be provided to the Coushatta Tribe of Louisiana and the State of Louisiana at the following addresses:

(A) Tribal Chairman
Coushatta Tribe of Louisiana
Post Office Box 818
Elton, Louisiana 70532

(B) Governor
State of Louisiana
Post Office Box 94004
Baton Rouge, Louisiana 70804

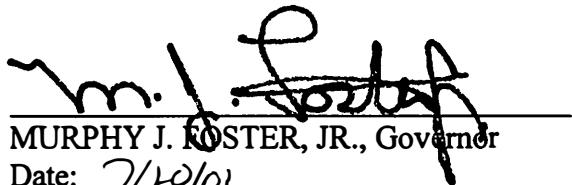
(C) Indian Casino Gaming Division
Department of Public Safety and Corrections
Post Office Box 66614
Baton Rouge, Louisiana 70896

SECTION 17:**EXECUTION**

IN WITNESS WHEREOF, as duly authorized representatives of the Coushatta Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Coushatta Tribe of Louisiana and the State of Louisiana.

COUSHATTA TRIBE OF LOUISIANA

LOVELIN PONCHO, Tribal Chairman
Date: 7/20/01

STATE OF LOUISIANA

MURPHY J. FOSTER, JR., Governor
Date: 7/20/01

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR**

SEP 4 2001
Date: _____

**AMENDMENT TO THE TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE COUSHATTA TRIBE OF LOUISIANA
AND THE STATE OF LOUISIANA**

JULY 28, 2021



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

JUL 23 2021

The Honorable David Sickey
Tribal Chairman, Coushatta Tribe of Louisiana
P.O. Box 818
Elton, Louisiana 70532

Dear Chairman Sickey:

On June 11, 2021, the Coushatta Tribe of Louisiana (Tribe) and the State of Louisiana (State) submitted an Amendment to the Tribal State Compact for the Conduct of Class III Gaming between the Coushatta Tribe of Louisiana and the State of Louisiana (Compact), providing for the regulation of class III gaming activities by the Tribe.

We completed our review of the Compact and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. 25 U.S.C. § 2710(d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Compact. 25 U.S.C. § 2710(d)(8)(A). The Compact takes effect when the notice of this approval is published in the *Federal Register*. 25 U.S.C. § 2710(d)(3)(B).

A similar letter is being sent to the Honorable John Bel Edwards, Governor, State of Louisiana.

Sincerely,

Bryan Newland
Principal Deputy Assistant Secretary – Indian Affairs

Enclosure

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III
GAMING BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS 111 GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

PREAMBLE	3
SECTION 6: LICENSING AND CERTIFICATION	4
SECTION 15: REQUIREMENTS EFFECTIVE DATE AND	5
SECTION 17: DURATION	6
EXECUTION	

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

WHEREAS, the Coushatta Tribe of Louisiana is a sovereign Indian Nation that possesses powers of self-government, and is recognized as an Indian Tribe by the United States of America; and

WHEREAS, the Coushatta Tribe of Louisiana possesses Indian lands that are located within the State of Louisiana, and that are held in trust by the United States of America; and

WHEREAS, in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes; and

WHEREAS, the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

WHEREAS, the Congress of the United States of America has found that "Indian Tribes have the exclusive right to regulate gaming activity on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not as a matter of criminal law and public policy prohibit such gaming activity"; and

WHEREAS, certain gaming activities have been authorized by the State of Louisiana by the enactment of the Louisiana Gaming Control Law, La R.S. § 27:1, et seq.; and

WHEREAS, the Coushatta Tribe of Louisiana was originally authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution No. 92-11 of the Coushatta Tribal Council, and by the Indian Gaming Regulatory Act, and was authorized and did agree to amend and extend this Tribal-State Compact by Resolution No. 99-54, Resolution No. 20-16, Resolution No. 2000-48, Resolution No. 2000-52-B, and Resolution No. 2001-34 of the Coushatta Tribal Council, and is authorized to amend and extend this Tribal-State Compact by Resolution No. 2021-11 of the Coushatta Tribal Council; and

WHEREAS, the State of Louisiana is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, as amended by Act No. 817 of the 1993 Regular Session of the Legislature, and by the Indian Gaming Regulatory Act;

WHEREAS, the Coushatta Tribe of Louisiana and the State of Louisiana agree that except as modified by this Amendment, all the terms of the Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on November 4, 1992, and amended on September 4, 2001, shall remain unchanged and in full force and effect;

NOW THEREFORE WE, the Coushatta Tribe of Louisiana and the State of Louisiana, by virtue of the authority vested through the Constitution and laws of the United States of America and the State of Louisiana, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby amend and extend this Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on November 4, 1992, and amended on September 4, 2001, as further amended as set forth herein and enumerated below:

*

SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS

* * *

- (E) Each person or entity that provides the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions during the immediate past twelve (12) month period, who has received in excess of \$500,000.00 annually (or such other dollar amount as promulgated, from time to time, by the Louisiana Gaming Control Board) from the Class III gaming facilities or operation as payment for providing non-gaming goods and services to the Tribal gaming operation shall, except as provided in subparts G and H of this section, be licensed by the Coushatta Tribe of Louisiana and be certified by the State of Louisiana prior to the sale of any goods or services, in excess of \$500,000.00, (or such other dollar amount as promulgated, from time to time, by the Louisiana Gaming Control Board) every two (2) years thereafter. Persons or entities that provide the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions in amounts less than as provided above, are exempt from the licensing and certification requirements, provided:
 - (1) Not less than monthly, the Coushatta Tribe of Louisiana shall provide the State of Louisiana with the names and addresses of the persons or entities supplying goods and services under this exception to the certification requirements.

- (2) Not less than quarterly, the Coushatta Tribe of Louisiana shall provide the State of Louisiana with a statement of the dollar amount of goods and services provided by each person or entity.
- (3) The Coushatta Tribe of Louisiana shall not knowingly or willingly allow any person or entity to provide supplies, services, or concessions under another name for the purpose of evading State certification requirements.
- (4) No person or entity who provides supplies, services or concessions to the gaming operation, shall purposely and knowingly evade State Certification, by utilizing another name or scheme or by manipulating their billing cycle in any manner to avoid compliance with the provisions of this or any other section of this Tribal-State Compact. Any person or entity involved in such intentional evasion shall be subject to having their State Certification, including certification by presumptive suitability, suspended or revoked.
- (5) Any non-gaming State Certification issued pursuant to this section is a revocable privilege. Any non-gaming vendor or supplier may, at any time, be required by the State of Louisiana to demonstrate by clear and convincing evidence his/her suitability and qualifications, even if otherwise exempt or presumed suitable. Failure to pay any fee required by this Tribal-State Compact shall be grounds for the State of Louisiana to refuse to place a certified non-gaming vendor or supplier in an approved status.

* * *

SECTION 15: EFFECTIVE DATE AND DURATION

- (A) This Tribal-State Compact shall become effective and binding upon the Coushatta Tribe of Louisiana and the State of Louisiana, as hereby amended and extended, upon the publication in the Federal Register of notice of approval by the Secretary of the Interior of the United States of America.
- (B) This amended and extended Tribal-State Compact shall expire thirty (30) years after it becomes binding upon the Coushatta Tribe of Louisiana and the State of Louisiana, unless sooner terminated under the provisions hereof.
- (C) This amended and extended Tribal-State Compact shall automatically be extended for terms of thirty (30) years, unless the Coushatta Tribe of Louisiana or the State of Louisiana provides written notice of nonrenewal not less than 180 days prior to the expiration of the original term of this Tribal-State Compact or any extension thereof.

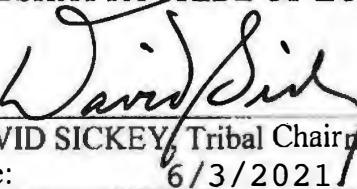
(D) In the event that written notice of non-renewal is provided to the Coushatta Tribe of Louisiana or the State of Louisiana, then the Coushatta Tribe of Louisiana may request the State of Louisiana to commence good faith negotiations for a successor Tribal-State Compact, as provided in the Indian Gaming Regulatory Act.

* * *

SECTION 17: EXECUTION

IN WITNESS WHEREOF, as duly authorized representatives of the Coushatta Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Coushatta Tribe of Louisiana and the State of Louisiana.

COUSHATTA TRIBE OF LOUISIANA


DAVID SICKY, Tribal Chairman
Date: 6/3/2021

STATE OF LOUISIANA


JOHN BEL EDWARDS, Governor
Date: 5/21/2021

UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR


Date: JUL 23 2021

**AMENDMENT TO THE TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE COUSHATTA TRIBE OF LOUISIANA
AND THE STATE OF LOUISIANA**

JANUARY 29, 2024



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

JAN 23 2024

The Honorable Jonathan Cernek
Chairman, Coushatta Tribe of Louisiana
P.O. Box 818
Elton, Louisiana 70532

Dear Chairman Cernek:

On December 14, 2023, the Office of Indian Gaming received an amendment (Amendment) to the Tribal-State Compact for Class III Gaming between the Coushatta Tribe of Louisiana (Tribe) and the State of Louisiana. The Amendment removes Section 12 subpart (C) from the Tribe's Compact governing the conduct of class III gaming activities by the Tribe.

We have completed our review of the Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians.

Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment. 25 U.S.C. § 2710(d)(8)(A). The Amendment takes effect when the notice of this approval is published in the *Federal Register*, as required by 25 U.S.C. § 2710(d)(8)(D). I applaud the Tribe's and the State's efforts to remove a compact provision that conflicts with IGRA's prohibition on the imposition of a tax, fee, charge, or other assessment upon a Tribe engaged in the conduct of class III gaming. 25 U.S.C. § 2710(d)(4).

A similar letter is being sent to the Honorable John Bel Edwards, Governor, State of Louisiana.

Sincerely,

Bryan Newland
Assistant Secretary – Indian Affairs

Enclosure

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

PREAMBLE	3
SECTION 12: REVENUES	4
SECTION 17: EXECUTION	5

**AMENDMENT TO THE
TRIBAL-STATE COMPACT
FOR THE CONDUCT OF CLASS III GAMING
BETWEEN THE
COUSHATTA TRIBE OF LOUISIANA
AND THE
STATE OF LOUISIANA**

WHEREAS, the Coushatta Tribe of Louisiana (hereinafter, the “Tribe”) is a sovereign American Indian tribe in a government-to-government relationship recognized by the United States of America; and

WHEREAS, the State of Louisiana (hereinafter, the “State”) is a sovereign state of the United States of America; and

WHEREAS, the Tribe is situated on and occupies federally-owned trust lands situated in the southwestern part of the State (hereinafter, the “Reservation”) which includes all those lands duly and officially now held in trust by the United States of America for the use and benefit of the Tribe; and

WHEREAS, in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes; and

WHEREAS, the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

WHEREAS, the Congress of the United States of America has found that “Indian Tribes have the exclusive right to regulate gaming activity on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not as a matter of criminal law and public policy prohibit such gaming activity”; and

WHEREAS, certain gaming activities have been authorized by the State of Louisiana by the enactment of the Louisiana Gaming Control Law, La R.S. 27:1, et seq.; and

WHEREAS, the Coushatta Tribe of Louisiana was originally authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution 92-11 of the Coushatta Tribal Council, and by the Indian Gaming Regulatory Act, and was authorized and did agree to amend and extend this Tribal-State Compact by Resolution 99-54, Resolution 00-16, Resolution 00-48, Resolution 00-52-B, Resolution 01-34, and Resolution 21-11 of the Coushatta Tribal Council, and is authorized to amend this Tribal-State Compact by Resolution 2023-____ of the Coushatta Tribal Council; and

WHEREAS, the State of Louisiana is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, as amended by Act No. 817 of the 1993 Regular Session of the Legislature, and by the Indian Gaming Regulatory Act;

WHEREAS, the Coushatta Tribe of Louisiana and the State of Louisiana agree that except as modified by this Amendment, all the terms of the Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on November 4, 1992, and was amended on September 4, 2001, and was further amended June 11, 2021, shall remain unchanged and in full force and effect;

NOW THEREFORE WE, the Coushatta Tribe of Louisiana and the State of Louisiana, by virtue of the authority vested through the Constitution and laws of the United States of America and the State of Louisiana, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby amend this Tribal-State Compact for the conduct of Class III gaming, as set forth below:

This amendment hereby completely removes in its entirety the following Appendix:

**“APPENDIX D TO TRIBAL-STATE CLASS III GAMING COMPACT
COMMUNITY GRANT AGREEMENT”**

This amendment hereby also removes subparts (C) (1) and (2) of Section 12: Revenues.

This amendment hereby amends Section 12: Revenues, to read as follows:

SECTION 12: REVENUES

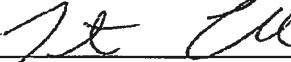
- (A) The gross proceeds of all Class III gaming activities, less the amount awarded in prizes and winnings, shall be segregated from other revenue of the Coushatta Tribe of Louisiana, and shall be placed in a separate account and shall be separately accounted for until such time as all related expenses have been paid. Such funds may then be commingled with other funds of the Coushatta Tribe of Louisiana on a monthly basis. Separate records of the gross proceeds of all Class III gaming activities shall be maintained for at least six (6) years by the Coushatta Tribe of Louisiana.
- (B) (1) For the purposes of Section 12 of this Tribal-State Compact, “net revenues” shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.
- (2) Net revenues from the conduct of Class III gaming shall not be used for purposes other than:

- (a) To fund Tribal government operations and programs.
- (b) To provide for the general welfare of the Coushatta Tribe of Louisiana and its members.
- (c) To promote Tribal economic development.
- (d) To donate to charitable organizations.
- (e) To help fund operations of local government agencies.
- (f) Any purposes authorized by the Indian Gaming Regulatory Act.

SECTION 17: EXECUTION

IN WITNESS HEREOF, as duly authorized representatives of the Coushatta Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Coushatta Tribe of Louisiana and the State of Louisiana

THE COUSHATTA TRIBE OF LOUISIANA

By: 
JONATHAN CERNEK, Tribal Chairman

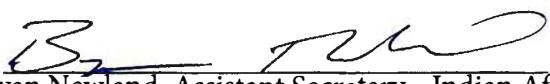
Date: 12-14-23

THE STATE OF LOUISIANA

By: 
JOHN BEL EDWARDS, Governor

Date: 12-8-2023

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR**


Bryan Newland, Assistant Secretary - Indian Affairs

Date: JAN 23 2024

**COUSHATTA TRIBE OF LOUISIANA GAMING
COMMISSION REGULATIONS:**

12.13 Patron Disputes

3. A licensee must maintain employment records on each individual engaged as a shill player or proposition player. A list of all shills and proposition players must be maintained at the card room bank and must be readily available for inspection.
4. All advances to and winnings of a shill must be used only for wagering in card games or turned into the card bank at the conclusion of play.
5. No more than a combination of three shills and proposition players may play in a card room.

12.12 Hours of Operation – A licensee may not conduct gaming outside of those hours of operation approved by the Gaming Commission.

12.13 Patron Disputes – In the event a dispute arises from the gaming operation refusing to award an alleged prize or pay an alleged winning to a patron, and the dispute is not resolved to the satisfaction of the patron then:

1. Prior to the patron leaving the site of the dispute, the gaming operation shall immediately notify an Inspector. The Inspector shall investigate the dispute and determine how much, if any, of the prize is to be awarded or the winning is to be paid.
2. The Inspector shall report all findings from their investigation to the Commission in writing, while submitting all other evidence such as photographs, statements, records, etc
3. Upon receipt of the above mentioned by the Gaming Commission, an additional investigation will be made by the Commission's Investigation Department.
4. Upon the completion of this investigation a determination will be made and the patron will be notified by certified mail.
5. If the patron is not satisfied with this determination then they are entitled to an informal hearing before the Gaming Commission. Upon receipt of determination the patron must within 10 days, file a written request for an informal hearing before the Tribal Gaming Commission.
6. Upon the completion of an informal hearing and if the actions of the Commission are not resolved to the satisfaction of a patron, then that patron may seek satisfaction through further legal action with the Coushatta Tribal Court. Exclusive venue for any legal proceeding in which the Tribal Gaming Commission is a party shall be the Coushatta Tribal Court.
7. Upon completion of said legal proceeding, should the actions of the Commission and the Tribal Court not be to the satisfaction of the patron, then that patron may seek satisfaction through further legal proceedings. In order to proceed, the patron must, within 15 days of the Tribal Court ruling, file a written notice of appeal through the Coushatta Tribal Court. The appeal proceeding shall be held before the Coushatta Appellate Court for a final ruling on the actions of the Tribal Gaming Commission and the Coushatta Tribal Court.