



January 12, 2026

VIA EMAIL

Gabriel Lopez, Chairman
Ak-Chin Indian Community
42507 W. Peters & Nall Road
Maricopa, AZ 85138

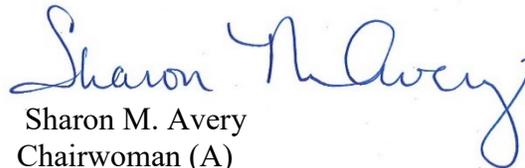
Re: Ak-Chin Indian Community Gaming Ordinance

Dear Chairman Lopez:

I am writing with respect to the November 26, 2025 request of the Ak-Chin Indian Community (Community) to the National Indian Gaming Commission to review and approve the Community's amended gaming ordinance. The amended gaming ordinance was adopted by the Community Council through Resolution No. A-250-25 on November 18, 2025.

Thank you for providing the amended gaming ordinance for our review. The ordinance is approved as it is consistent with the requirements of the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions concerning this letter, please contact Senior Attorney Austin Badger at (202) 632-7003.

Sincerely,


Sharon M. Avery
Chairwoman (A)

MAILING ADDRESS: NIGC/DEPARTMENT OF THE INTERIOR 1849 C Street NW, Mail Stop #1621 Washington, DC 20040 Tel: 202.632.7003 Fax: 202.632.7066

REGIONAL OFFICES Portland, OR; Sacramento, CA; Phoenix, AZ; St. Paul, MN; Tulsa, OK; Oklahoma City, OK; Rapid City, SD

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AK-CHIN INDIAN COMMUNITY COUNCIL

42507 W. Peters & Nall Road
Maricopa, Arizona 85138
Telephone: (520) 568-1000



Resolution No. A-250-25

RESOLUTION OF THE AK-CHIN INDIAN COMMUNITY COUNCIL

(A Resolution approving the amended Ak-Chin Indian Community Gaming Code)

-
- WHEREAS**, the Ak-Chin Indian Community ("Community") is federally recognized Indian Tribe organized pursuant to Indian Reorganization Act of 1934; and
- WHEREAS**, the Community is governed by the Ak-Chin Indian Community Council ("Council") pursuant to its Constitution ("Constitution"), approved by the Secretary of the Interior on August 4, 2016; and
- WHEREAS**, the Council is authorized, pursuant to Article IV, Section (a) of the Constitution, to "represent the Community and act in all matters that concern the welfare of the Community and to make decisions not inconsistent with or contrary to [the] Constitution", and
- WHEREAS**, the Indian Gaming Regulatory Act, 25 U.S.C. § 2710 requires that Indian tribes submit their tribal gaming ordinances to the National Indian Gaming Commission ("NIGC") for review and approval; and
- WHEREAS**, on September 7, 1993, the Community approved its initial Gaming Code, which was approved by the NIGC on December 7, 1993; and
- WHEREAS**, the Community has submitted and the NIGC has approved four (4) subsequent amendments of its Gaming Code; and
- WHEREAS**, the Community and Arizona amended their Gaming Compact in 2021 ("Compact"); and
- WHEREAS**, the current Gaming Code needs to be amended to comport with the Compact; and
- WHEREAS**, the Community's Gaming Commission has been working on an amended Gaming Code to reflect the Compact's latest changes; and

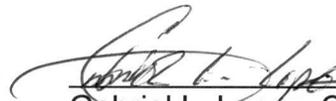
WHEREAS, the Gaming Commission and Council have met several times to discuss the amended Gaming Code.

NOW, THEREFORE, BE IT RESOLVED THAT the Community Council hereby approves the amended Gaming Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Community Council hereby submits the amended Gaming Code to the NIGC for NIGC approval.

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

Pursuant to authority contained under Article IV, Sections (a), (b), (m), and (q) of the Constitution of the Ak-Chin Community approved by the Secretary of the Interior on August 4, 2016, by quorum of 3 members present at a Regular Council meeting held on November 18, 2025, at the Ak-Chin Indian Community, Arizona, by a vote of 3 for, 0 against, 0 not voting, and 2 absent, the foregoing Resolution was adopted.



Gabriel L. Lopez, Chairman
Ak-Chin Indian Community Council

ATTEST:



Victoria A. Smith, Council Executive Secretary
Ak-Chin Indian Community



Amended _____, 2025

By Resolution A - _____ -25

AK-CHIN INDIAN COMMUNITY GAMING CODE

Table of Contents

SECTION 1 STATEMENT OF POLICY 7

SECTION 2 DEFINITIONS 8

SECTION 3 GENERAL PROHIBITIONS 15

 3.1 Required Gaming License 15

 3.2 Age Restriction 15

 3.3 Gaming Restriction 15

 3.4 Employment Restriction 15

 3.5 Financial Restriction 15

 3.6 Individual Ownership 15

 3.7 Financial Services in Gaming Facilities: 15

 3.8 Prohibited Acts 16

 3.9 Violations 18

 3.10 Seizure and Forfeiture 18

 3.11 Right to Revoke 18

SECTION 4 AUTHORIZATION OF GAMING ACTIVITIES 18

 4.1 Class II Gaming 19

 4.2 Class III Gaming 19

SECTION 5 COMPLIANCE WITH THE ACT AND COMPACT 20

 5.1 Compliance with the Act 20

 5.2 Compliance with the Compact 20

 5.3 Compliance with Federal Law 20

SECTION 6 GENERAL PROVISIONS GOVERNING THE CONDUCT OF GAMING 21

6.1	Ownership.....	21
6.2	Application of Net Revenues.....	21
6.3	Public Safety Standards.....	21
6.4	Security and Emergency Plan.....	22

SECTION 7 AK-CHIN INDIAN COMMUNITY TRIBAL GAMING COMMISSION AND AGENCY

.....		23
7.1	The Tribal Gaming Commission.....	23
7.2	Commission Powers and Authority.....	23
7.3	Independence of the Commission.....	24
7.4	Commission Structure.....	24
7.5	Commissioner Terms.....	24
7.6	Commissioner Qualifications.....	26
7.7	Actions of the Commission.....	26
7.8	Commission Meetings.....	26
7.9	Commissioner Removal.....	27
7.10	Commissioner Suspension and Investigation.....	28
7.11	Commissioner Resignation.....	28
7.12	Commission Funding.....	28
7.13	The Tribal Gaming Agency.....	28
7.14	Executive Director of Agency.....	29
7.15	Agency Staff.....	30
7.16	Powers and duties of the Executive Director.....	30
7.17	Removing Executive Director.....	32

SECTION 8 DETENTION OF PERSONS AND NOTIFYING LAW ENFORCEMENT AUTHORITIES

..... 33

8.1 Designated Detention Area..... 33

8.2 Audio and Video..... 33

8.3 Notification of Recording..... 33

8.4 Notification to Surveillance..... 33

8.5 Notification to Law Enforcement..... 33

SECTION 9 LICENSING 34

9.1 Revocable Privilege..... 34

9.2 Categories of Licenses Required 34

9.2.1 Gaming Facility License.....34

9.2.2 Gaming Operator License..... 34

9.2.3 Management Contractor License..... 34

9.2.4 Gaming Employee License..... 34

9.2.5 Non-Gaming Employee License 34

9.2.6 Gaming Vendor License..... 35

9.2.7 Temporary Employee License..... 34

9.3 Burden of Proof.....34

9.4 Application Requirements 35

9.5 Background Investigations 36

9.6 Procedures for Background Investigations..... 36

9.7 Informational Resources..... 37

9.8 Licensing Investigation File 37

9.9	Suitability Requirements	37
9.10	General Provisions of Licenses	39
9.11	Licensure of Gaming Facilities.....	41
9.12	Licensure of Gaming Facility Operator	41
9.13	Licensure of Management Contractor.....	41
9.14	Licensure of Gaming Employees.....	45
9.15	Licensure of Non-Gaming Employees.....	49
9.16	Licensure of Gaming Vendors.....	49
9.17	Licensure of Financiers.....	49
9.18	Licensure of Distributors.....	50
9.19	Licensure of Manufacturers.....	50
9.20	Procurement of Providers of Gaming Services.....	50
9.21	Licensure of Temporary Employees.....	50
9.22	Relinquishing a License.....	51
9.23	Employee License Denial.....	51
9.24	Record Retention.....	51
SECTION 10	ENFORCEMENT ACTIONS	52
10.1	Policy.....	52
10.2	Administrative Enforcement Actions.....	52
10.3	Right of Appeal.....	53
10.4	Commission Appeal Procedures.....	53
10.5	Discovery Procedures for Appeal Hearings.....	54
10.6	Confidential Materials.....	55
10.7	Hearing Procedures.....	55
10.8	Evidence.....	56
10.9	Determinations by the Commission.....	57
10.10	Sanctions.....	57
10.11	Appeal to Tribal Court.....	57

10.12 Notification of Licensure.....	58
SECTION 11 STANDARDS OF OPERATION AND MANAGEMENT	59
11.1 Class II Gaming.....	59
11.2 Class III Gaming.....	59
11.3 Internal Controls.....	59
11.4 Annual Audit	59
11.5 Additional Information	60
11.6 Facility Inspection	60
11.7 Unsuitable Methods of Operation.....	61
SECTION 12 PATRON DISPUTES	62
12.1 Patron Disputes.....	62
12.2 Notice.....	62
12.3 Agency Determination.....	62
12.4 Review of the Decision.....	62
12.5 Appeal to the Tribal Court.....	63
SECTION 13 REPEAL	64
SECTION 14 AMENDMENTS	64
SECTION 15 SOVEREIGN IMMUNITY	64
SECTION 16 SEVERABILITY	64

SECTION 1 STATEMENT OF POLICY

This Code constitutes the Gaming Ordinance of the Ak-Chin Indian Community, regulating Class II Gaming and Class III Gaming as contemplated by 25 U.S.C. §§ 2710(b)(2), 2720(d)(1)(A), and Sections 2(tt) and 6(a)(1) of the Compact.

It is the purpose of this Code to provide for the sound regulation of all Gaming Activities on lands within the jurisdiction of the Ak-Chin Indian Community, in order to protect the public interest in the integrity of such Gaming Activities, to prevent improper or unlawful conduct in the course of such Gaming Activities, to strengthen tribal self-government, and to promote the economic self-sufficiency of the Ak-Chin Indian Community.

Participation in Class II Gaming and Class III Gaming as a licensee under this Code shall be deemed a revocable privilege conditioned upon the proper and continued qualification of the individual licensee and upon the discharge of the affirmative responsibility of each licensee to obey the Rules and regulations imposed and approved by the Ak-Chin Gaming Commission (“Commission”).

This Code shall be deemed an exercise of the sovereign power of the Ak-Chin Indian Community and all provisions of this Code shall be liberally construed for the accomplishment of that purpose.

SECTION 2 DEFINITIONS

- 2.1 For purposes of this Code:
- 2.1.1 "Act" means the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168.
 - 2.1.2 "Agency" means the Ak-Chin Indian Community Tribal Gaming Agency, authorized by Section 7 of this Code.
 - 2.1.3 "Appellant" means a Person appealing a decision of the Agency and/or Commission.
 - 2.1.4 "Chair" means the Chairperson of the Ak-Chin Indian Community Tribal Gaming Commission pursuant to Section 7 of this Code.
 - 2.1.5 "Class I Gaming" means all forms of gaming defined as Class I in Section 4(6) of the Act, 25 U.S.C. § 2703(6).
 - 2.1.6 "Class II Gaming" means all forms of gaming defined as in Section 4(7) of the Act, 25 U.S.C. § 2703(7).
 - 2.1.7 "Class III Gaming" means all forms of gaming as defined in Section 4(8) of the Act, 25 U.S.C. § 2703(8).
 - 2.1.8 "Code" means this Ak-Chin Indian Community Gaming Code or Ak-Chin Gaming Ordinance.
 - 2.1.9 "Commission" means the Ak-Chin Indian Community Tribal Gaming Commission pursuant to Section 7 of this Code.
 - 2.1.10 "Community" means the Ak-Chin Indian Community, and its authorized officials, agents, and representatives.
 - 2.1.11 "Compact" means the Ak-Chin Indian Community-State of Arizona Gaming Compact, as amended.
 - 2.1.12 "Commissioner" means a Commissioner of the Ak-Chin Indian Community Tribal Gaming Commission as appointed pursuant to Section 7 of this Code.
 - 2.1.13 "Confidential" means private, proprietary written and oral communications, reports, correspondence, evidence, and any other nonpublic information, as more specifically defined and treated in this Code.

- 2.1.14 "Distributor" means a Person who distributes Class II Gaming and III Gaming devices and/or component parts thereof.
- 2.1.15 "Executive Director" means the Executive Director of the Ak-Chin Indian Community Tribal Gaming Agency as appointed pursuant to this Code.
- 2.1.16 "Felony" means any felony under federal or state law, or a Major Offense under the Community's Criminal Code.
- 2.1.17 "Financier" means each person, firm, or corporation providing financing for any Gaming Facility or any part thereof.
- 2.1.18 "Game" means any scheme for the play of Class II Gaming or Class III Gaming other than a Gaming Device.
- 2.1.19 "Gaming Activity" means all forms of Class II Gaming and Class III Gaming conducted within the Community's Reservation.
- 2.1.20 "Gaming Device" means a mechanical device, an electro-mechanical device or a device controlled by an electronic microprocessor or another manner, whether that device constitutes Class II Gaming or Class III Gaming, that allows a player or players to play games of chance, whether or not the outcome also is affected in some part by skill, and whether the device accepts coins, tokens, bills, coupons, ticket vouchers, pull tabs, smart cards, electronic in-house accounting system credits or other similar forms of consideration and, through the application of chance, allows a player to become entitled to a prize, which may be collected through the dispensing of coins, tokens, bills, coupons, ticket vouchers, smart cards, electronic in-house accounting system credits or other similar forms of value. Gaming Device does not include any of the following:
- (a) those technological aids for bingo games that function only as electronic substitutes for bingo cards;
 - (b) devices that issue and validate paper lottery products and that are directly operated only by Arizona State Lottery licensed retailers and their employees;

- (c) devices that are operated directly by a lottery player and that dispense paper lottery tickets, if the devices do not identify winning or losing lottery tickets, display lottery winnings or disburse lottery winnings;
 - (d) devices that are operated directly by a lottery player and that validate paper lottery tickets for a game that does not have a predetermined number of winning tickets, if: (i) the devices do not allow interactive gaming; (ii) the devices do not allow a lottery player to play the lottery for immediate payment or reward; (iii) the devices do not disburse lottery winnings; and (iv) the devices are not video lottery terminals; or
 - (e) player activated lottery terminals.
- 2.1.21 "Gaming Employee" means any person employed as a Primary Management Official or Key Employee of a Gaming Facility of the Community and any person employed in the operation or management of a Gaming Facility, including, but not limited to, any person whose employment duties require or authorize access to Restricted Areas of a Gaming Facility not otherwise open to the public.
- 2.1.22 "Gaming Facility" means the buildings or structures in which Class II Gaming, and Class III Gaming, as authorized by the Compact, is conducted.
- 2.1.23 "Gaming Facility Operator" means the Community, an enterprise owned by the Community, or such other entity of the Community as the Community may from time to time designate by written notice to the NIGC and the State as the wholly-owned Tribal entity having full authority and responsibility for the operation and management of Gaming Activities.
- 2.1.24 "Gaming Operation" means any Gaming Activity conducted within any Gaming Facility.
- 2.1.25 "Gaming Services" means providing any goods or services, except for legal services, to the Gaming Facility Operator or Management Contractor in connection with the operation of Gaming Activities in a Gaming Facility.
- 2.1.26 "Gaming Vendor" means any Person which sells, leases, distributes or provides: (1) devices, machines, or equipment used directly in connection with Gaming Activity that has the capacity to affect the calculation, storage, collection, electronic security, or control of gaming revenues; (2) services which are unique to the operation of Gaming Activity,

including but not limited to, simulcasting and bookmaking; and (3) security or surveillance services or equipment for the Gaming Facility. Gaming Vendors include Persons who provide general construction, payroll and locks and locksmith services for the Gaming Facility, as well as Persons who provide player tracking, player acquisition, promotional, and marketing services related to Gaming Activity.

2.1.27 "Internal Controls" means procedures and standards to ensure adequate protections over Activities and physical or monetary assets, including but not limited to the standards prescribed in Appendix H of the Compact.

2.1.28 "Keno" means the game as defined in the Compact, Appendix D, Section 1.

2.1.29 "Key Employee" means a Gaming Employee who performs one or more of the following functions:

- (1) Bingo Caller
- (2) Counting room supervisor;
- (3) Chief of security;
- (4) Custodian of gaming supplies or cash;
- (5) Floor manager;
- (6) Pit boss;
- (7) Dealer;
- (8) Croupier;
- (9) Approver of credit;
- (10) Custodian of Gaming Devices including persons with access to cash and accounting records within such device;
- (11) if not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year;
- (12) if not otherwise included, the four most highly compensated persons in the Gaming Operation; or
- (13) Any other person designated by the Agency as a key employee.

2.1.30 "Legal Representative" means an attorney licensed to practice law in Arizona or a legal

- advocate authorized to practice in the Community's court.
- 2.1.31 "License" means an approval issued by the Tribal Gaming Agency to any Person to be involved in the Gaming Operation or in the provision of Gaming Services to the Gaming Operation.
- 2.1.32 "Licensee" means any Person licensed by the Tribal Gaming Agency to be involved in the Gaming Operation or in the provision of Gaming Services to the Gaming Operation.
- 2.1.33 "Management Contract" means a contract within the meaning of 25 U.S.C. §§ 2710 (d)(9) and 2711.
- 2.1.34 "Management Contractor" means a Person that has entered into a Management Contract with the Community, which has been approved pursuant to the Act, 25 U.S.C. §§ 2710(d)(9) and 2711, and, as such, acts as the Community's Gaming Facility Operator.
- 2.1.35 "Manufacturer" means a Person that manufactures Gaming Devices and/or component parts thereof as defined by the Compact for use or play in the Gaming Facilities.
- 2.1.36 "Misdemeanor" means any federal or state misdemeanor, or Minor Offense under the Community's Criminal Code.
- 2.1.37 "National Indian Gaming Commission" or "NIGC" means the National Indian Gaming Commission established pursuant to Section 5 of the Act, 25 U.S.C. § 2704.
- 2.1.38 "Net Revenues" means the gross revenues of the Gaming Operation less amounts paid out as, or paid for, prizes and less total operating expenses, determined in accordance with generally accepted accounting principles, but excluding management fees paid to a Management Contractor within the meaning of 25 U.S.C. § 2711(c).
- 2.1.39 "Non-Gaming Employee" means employees who are not Gaming Employees, but who have escorted access to non-public or key access areas in a Gaming Facility, such as: food and beverage service personnel; gift shop managers and staff; greeters; landscapers, gardeners, and groundskeepers; maintenance, cleaning, and janitorial personnel; stewards and valets; wardrobe personnel; and hotel personnel.
- 2.1.40 "Ordinance" means the same as the Ak-Chin Gaming Code and any amendments thereto.
- 2.1.41 "Patron" means any natural person of at least twenty-one (21) years of age who is within

the Gaming Facility for the purpose of engaging in Gaming Activity.

2.1.42 "Person" includes a corporation, company, partnership, firm, entity, association or society, as well as a natural person. When "Person" is used to designate the violator or offender of any law, it includes a corporation, partnership or any association of Persons.

2.1.43 "Primary Management Official" means the person having management responsibilities under a Management Contract; or any person who has authority to hire and fire employees or to establish policy for the Gaming Operation; or the chief financial officer or position with duties similar to a chief financial officer; the general manager or a position similar to a general manager; or any other employed management official of the Gaming Operation as documented by the Community as a primary management official.

2.1.44 "Principal" means with respect to any Person:

- (a) Each of its officers and directors;
- (b) Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer or general manager;
- (c) Each of its owners or partners, if an unincorporated business;
- (d) Each of its shareholders who own more than ten (10) percent of the shares of the corporation, if a corporation;
- (e) Each person other than a banking institution who has provided financing for the entity constituting more than ten (10) percent of the total financing of the entity; and
- (f) Each of the beneficiaries, or trustees of a trust.

2.1.45 "Reservation" means the Ak-Chin Indian Community's lands as defined in 25 U.S.C. § 2703(4)(A) and (B), subject to the provisions of 25 U.S.C. § 2719.

2.1.46 "Restricted Area" means the cashiers cage, count rooms, management information systems (computer) room, surveillance room, vault and any other area specifically designated as such by the Commission pursuant to a Rule promulgated by the Commission under this Code.

2.1.47 "Rule(s)" means any rules approved by the Ak-Chin Tribal Gaming Commission pursuant

- to this Code.
- 2.1.48 "Service" means (1) mailing by certified or registered mail, whether or not the receipt is signed, to any applicant, Licensee, or Person to their last address on file with the Agency, the Gaming Facility Operator, or Management Contractor; or (2) personal service by a process server of any notice required by this Code.
- 2.1.49 "State" means the State of Arizona, its authorized officials, agents and representatives.
- 2.1.50 "State Gaming Agency" means the agency of the State which the Governor may from time to time designate by written notice to the Community as the single State agency which shall act on behalf of the State under the Compact.
- 2.1.51 "Technical Standards" means the operational standards for Gaming Devices set forth in the Compact and/or its Appendices.
- 2.1.52 "Tribe" or "Tribal" means the Ak-Chin Indian Community.

SECTION 3 GENERAL PROHIBITIONS

Only Gaming Activities authorized under the Act and the Compact may be conducted on the Reservation.

3.1 Required Gaming License

Persons are prohibited from operating, supervising, or conducting any Class II Gaming or Class III Gaming without a License issued by the Ak-Chin Gaming Agency for that purpose.

3.2 Age Restriction

No person under the age of twenty-one (21) shall be permitted to place any wager on a Class II or Class III game, except as provided for in the Compact.

3.3 Gaming Restriction

No member or employee of the Commission or the Agency shall participate as a player in any Gaming Activity conducted on Community land.

3.4 Employment Restriction

No member or employee of the Commission or the Agency shall be employed by the Gaming Operation or the Management Contractor in any capacity.

3.5 Financial Restriction

No member or employee of the Commission or the Agency shall assume any personal financial interest in any gambling by any Patron of the Gaming Facility.

3.6 Individual Ownership

Individuals are prohibited from owning or operating Gaming Activities on the Reservation.

3.7 Financial Services in Gaming Facilities

3.7.1 ATM (Automatic Teller Machines) cannot be located adjacent to, or in close proximity to any Gaming Device.

3.7.2 No ATM located at the Gaming Facility may accept electronic benefit transfer cards issued pursuant to a state or federal program that is intended to provide for needy families or individuals.

3.7.3 The Gaming Facility cannot accept checks or other non-cash items issued pursuant to a state or federal program that is intended to provide for needy families or individuals.

3.7.4 The Gaming Facility may not extend credit to any patrons for Gaming Activity by accepting IOUs or markers, except as provided or allowed in the Compact.

3.8 Prohibited Acts

It is prohibited for any person to:

3.8.1 Receive, distribute, apply or divert any property, funds, proceeds or other assets of a Gaming Facility to the benefit of any individual except as authorized by the Act, the Compact, this Code, the Rules, or any other applicable law, statute or regulation;

3.8.2 Alter or misrepresent the outcome or any other event on which wagers have been made;

3.8.3 Do any other act in connection with the conduct of Gaming Activity that affects or attempts to affect the outcome of any wager other than in accordance with the rules of the Gaming Activity;

3.8.4 Place, increase or decrease a bet, or to determine the course of play after acquiring knowledge, not available to all players of the outcome of the game or any event that affects the outcome of the game or aid anyone in such actions;

3.8.5 Aid anyone in acquiring knowledge of the outcome of a game for the purpose of placing, increasing or decreasing a bet, or determining the course of play or of an event;

3.2.6 Claim, collect or take or attempt to claim, collect or take, money or anything of value in or from a Gaming Activity with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won;

3.8.7 Knowingly entice or induce another to go to any place where gambling is being conducted or operated in violation of the Compact or this Code with the intent that the other person plays or participates in such gambling;

3.8.8 Tamper with or manipulate any equipment used in the conduct of Gaming Activities with the intent to cause any person to win or lose any wager other than in accordance with the rules of the Gaming Activity;

3.8.9 Knowingly use other than coins, tokens or tickets approved by the tribe, or other lawful coin, legal tender of the United States of America, or to use coin, token, or ticket not of the same denomination as the coin, token, or ticket intended to be used in the Gaming Activity;

3.8.10 Use any device or means to cheat or to possess any such device or means while at the Gaming Facility;

3.8.11 Alter or misrepresent any gaming promotional coupon, credit, document or other tangible item;

3.8.12 Assist, enable or allow any person under the age of twenty-one (21) to place a wager in any Gaming Facility;

3.8.13 Participate as a player in any Gaming Activities while such person is listed as a person banned from the Gaming Facility's premises;

3.8.14 Enter the Gaming Facility while carrying a firearm, unless such person is a certified law enforcement officer, private security or armored car service authorized to be on the premises;

3.8.15 Enter the Gaming Facility while carrying any other deadly weapon, as defined in the Ak-Chin Indian Community Law and Order Code, unless specifically authorized by the Agency to do so;

3.8.16 Knowingly cater to, assist, employ or associate with, persons who have been barred from the Gaming Facility, or with persons who have been identified in writing by the Commission, the Agency, or the State Gaming Agency as persons of notorious or unsavory reputation, or with persons who have extensive police records, or with persons who have defied congressional investigative committees or other officially constituted bodies acting on behalf of the United States or any state with regard to gaming;

3.8.17 Employ any person whose License has been revoked by the Agency;

3.8.18 Contract for Gaming Services or Gaming Devices with any person or entity who has been denied a License to supply Gaming Services or Gaming Devices by the Agency, and contract for the services, merchandise or equipment with any person or entity who has failed to obtain a License to supply services, merchandise or equipment from the Agency, if required;

3.8.19 Be licensed, if a person has received any court conviction or Agency notification indicating they cheated or used any improper device in connection with any game.

3.8.20 Deny any agent of the Agency, the appropriate State Gaming Agency, the Ak-Chin Indian Community Police or other officials having jurisdiction, upon proper and lawful demand, access to, and inspection or disclosure of, any portion of the Gaming Facility, as properly authorized by applicable laws and regulations;

3.8.21 Have a significant or undue influence in the adoption of an ordinance or resolution regarding Class II Gaming or Class III Gaming if they have a direct or indirect financial interest in a management contract such as a person having management responsibility for a management contract, and/or their agents; or

3.8.22 Give or provide, or offer to give or provide, directly or indirectly to any Community Council, Commission, or Agency member, primary management official, key employee, employee, contractor, or any person with a direct interest in operating Class II Gaming or Class III Gaming, any commission or reward, or share of the money or property paid or received through gambling activities, in consideration for obtaining any license, authorization, permission or privilege to participate in any Gaming Activities or with the Gaming Facility Operator, or in its absence the Management Contractor except as authorized by this Code or the Rules and regulations adopted under this Code.

3.9 Violations

Violators of this Section may be immediately barred from the Gaming Facility, be subject to licensing actions as determined by the Agency, and be referred to the appropriate law enforcement agencies for criminal prosecution.

3.10 Seizure and Forfeiture

Any person who violates any provision, or any rule or regulation authorized under this Code and the Compact, may be subject to the seizure and forfeiture of the money, equipment, material, and supplies used in conducting the unlawful activity.

3.11 Right to Revoke

The Agency may revoke any License of any Person who engages in conduct other than as authorized by this Code, the Compact, or the Person's agreement with the Community, or for any act which is punishable as a Felony or Misdemeanor involving moral turpitude under state or federal laws, or which involves a violation of Community law.

SECTION 4 AUTHORIZATION OF GAMING ACTIVITES

All Gaming Activities shall be conducted by Persons duly licensed by the Agency, including:

4.1 Class II Gaming

The Community is hereby authorized to conduct any and all forms of Class II Gaming on the Reservation; provided, however, that such Class II Gaming shall be conducted under this Code, Rules approved by the Commission, and in compliance with the Act.

4.2 Class III Gaming

The Community is hereby authorized to conduct any and all forms of Class III Gaming on Community land; provided, however, that such Class III Gaming shall be conducted only under this Code, Rules approved by the Commission, the Act, and the Compact.

SECTION 5 COMPLIANCE WITH THE ACT AND COMPACT

5.1 Compliance with the Act

This Code shall be construed in a manner that conforms to the Act in all respects. If any provision of this Code is inconsistent with the Act in any manner, the provisions of the Act shall govern.

5.2 Compliance with the Compact

With respect to the conduct and regulation of Class III Gaming, this Code shall be construed in a manner that conforms to the Compact in all respects. The Commission may enforce those obligations in the Compact as set forth herein. The regulatory requirements in this Code regarding Class III Gaming supplement, rather than conflict with, the Compact. If any provision of this Code is inconsistent with the Compact in any manner, the provisions of the Compact shall govern.

5.3 Compliance with Federal Law

The Gaming Facility Operator, or in its absence the Management Contractor shall comply with applicable federal laws, including the Bank Secrecy Act, 31 U.S.C. §§ 5211 et seq.

SECTION 6 GENERAL PROVISIONS GOVERNING THE CONDUCT OF GAMING

6.1 Ownership

As required by 25 U.S.C. § 2710(b)(2)(A), the Community shall have the sole proprietary interest in and responsibility for the conduct of the Gaming Operation.

6.1.1 Notwithstanding the above, nothing in this Code shall:

- (a) preclude the Community from entering into a Management Contract as authorized under 25 U.S.C. § 2711, or
- (b) restrict the exercise by any secured party of its rights under any collateral lease, security interest or other financing agreement to enforce a lien on or security interest in any personal property encumbered thereby, or to enforce its rights against net revenues derived by the Community from Gaming Activity for the purpose of repayment of debt obligations of the Community to such secured party in accordance with the provisions of such obligations, provided that no entity or person other than the Community shall have any proprietary interest in the Gaming Operation.

6.2 Application of Net Revenues from Class III Gaming

In compliance with 25 U.S.C. §§ 2710(b)(2) and (3), Net Revenues from Class III Gaming Activities shall be used only for the following purposes, as more particularly determined by the Ak-Chin Indian Community Council:

- (a) to fund Community government operations or programs;
- (b) to provide for the general welfare of the Community and its members;
- (c) to promote the Community's economic development;
- (d) to donate to charitable organizations;
- (e) to help fund operations of local government agencies; or
- (f) any other purposes permitted under the Act.

6.3 Public Safety Standards

In compliance with 25 U.S.C. §2710(b)(2)(E), the construction and maintenance of any Gaming Facility, and the operation of all Gaming Activity, shall be conducted in a manner which adequately protects the

environment and the public health and safety. For this purpose, all requirements of the Compact and all health, safety and environmental standards enacted by the Community shall apply to all Gaming Facilities.

6.4 Security and Emergency Plans

The Gaming Facility Operator or the Management Contractor is required to submit to the Agency an emergency medical and fire suppression plan and a law enforcement services plan outlining procedures and responsibilities ensuring the physical safety and public safety of guests and employees. Such plans, and any subsequent modifications thereof, shall be submitted to and reviewed and approved by the Commission prior to implementation. Such plans and modifications shall then be shared with Tribal public safety agencies.

SECTION 7 AK-CHIN INDIAN COMMUNITY TRIBAL GAMING COMMISSION AND AGENCY

7.1 The Tribal Gaming Commission

The Commission is an autonomous governmental entity of the Ak-Chin Indian Community, wholly independent from the Community's Gaming Facility Operation, subject only to the legislative authority of the Ak-Chin Community Council. It possesses all immunities of the Community and such rights and privileges as specified in this Code.

7.2 Commission Powers and Authority

The Community Council delegates to the Commission the authority and responsibility to regulate all Gaming Activities conducted on the Community's Reservation, as provided by this Code, including authority to:

- (a) regulate the Gaming Facility Operator;
- (b) regulate Management Contractors;
- (c) appoint and remove the Agency's Executive Director; and
- (d) consult and advise the Agency's Executive Director on hiring decisions related to the Agency's managers.

7.2.1 The Commission shall ensure that all Gaming Activities conducted on the Reservation conforms to this Code, the Compact, NIGC regulations, the Rules, and other applicable Community and federal laws.

7.2.2 The Commission will appoint and oversee the Agency's Executive Director who will hire and manage the Agency's staff. The Commission may assign additional responsibilities to the Executive Director of the Agency as may be necessary and may also rescind any delegated authority.

7.2.3 The Commission may promulgate Rules and policies as deemed appropriate for the proper regulation of Gaming Activity on the Reservation.

7.2.4 The Commission will investigate all written complaints filed with the Commission against the Executive Director and take appropriate action.

7.2.5 The Commission will promulgate and issue Rules on the levying of fees associated with Gaming License applications.

7.2.6 The Commission may promulgate and issue Rules on the levying of fines, penalties, and/or the suspension or revocation of Gaming Licenses for violations of this Code, the Compact, and federal gaming regulations.

7.2.7 The Commission will act as the administrative appellate body for any enforcement actions taken against a Licensee by the Executive Director and/or the Agency.

7.2.8 Any Commission and/or Agency reports or memoranda, including but not limited to written correspondence to the NIGC, shall be treated as confidential/internal work-product until approved for distribution by the Commission, unless issued in accordance with a formal Agency policy which has been authorized by the Commission.

7.3 Independence of the Commission

7.3.1 In all matters subject to its regulatory authority, the Commission shall be and act independently and autonomously from the Community Council. No prior or subsequent review by the Community Council of any actions of the Commission shall be required or permitted, except as may be otherwise explicitly provided in this Code.

7.3.2 Except as otherwise provided in this Code, any communications between the Commission and Community Council regarding the Commission and Agency shall be duly noticed for participation by the full Commission and Community Council.

7.4 Commission Structure

The Commission shall be comprised of five (5) Commissioners appointed by the Community Council. Except as otherwise provided in this Code, at least three (3) Commissioners are required to conduct business. The Commission shall select from itself one of its members to serve as Chair and one as Vice-Chair of the Commission. The Vice-Chair shall preside over Commission meetings in the absence of the Chair. In addition to the qualifications in Section 7.6.1, the Commissioners shall all be enrolled members of the Community. At least one of the Commissioners shall possess experience in either gaming operations and/or regulation; and the other Commissioners shall have experience in either business or government.

7.5 Commissioner Terms

7.5.1 Commissioners shall serve a term of three (3) years from the date upon which the Commissioner takes their oath of office. Such term shall end three (3) years from the date such Commissioner takes their oath of office, except that a Commissioner may continue service past the end of a term until reappointed, removed, or replaced by the Community Council.

7.5.2 The Commission shall review Commissioner terms annually at the first meeting of each calendar year and identify which, if any, Commissioner's terms shall expire or become vacant within the next fifteen (15) months.

7.5.3 At least ninety (90) days before the expiration of a Commissioner's term or anticipated vacancy, the Chair shall give written notice to the Community Council that reappointment or a new appointment shall be made.

7.5.4 Upon notice of any other vacancy which may arise, the Chair must provide immediate notice to the Community Council Secretary.

7.5.5 The Council shall appoint a new Commissioner or reappoint a current one within thirty (30) days after receiving any notice that a Commissioner's term is expiring, or a vacancy is imminent or has occurred.

7.5.6 Any willing Commissioner may be reappointed by the Community Council for additional terms but must undergo a new background check prior to being seated for a new term. Following a successful background check, an oath of office shall be administered, thereby ending their prior term and beginning a new three-year term.

7.5.7 If the Community Council names a new Commissioner to replace an existing one or to fill a pending vacancy, the named individual must submit any required paperwork or background check materials within ten (10) calendar days or they forfeit any appointment. Upon a successful background check, the appointee shall take the oath of office thereby beginning a three-year term.

7.5.8 Should an appointee forfeit their appointment or fail to successfully pass a background check, the Community Council shall name a new appointee. In cases of forfeit for lack of or incomplete paperwork or materials submitted, the Community Council, within its discretion, may appoint the same Commissioner, applicant, or new appointee, thereby triggering the requirements of 7.5.6 anew.

7.6 Commissioner Qualifications

7.6.1 In order to sit on the Commission, Commissioners:

- (a) Cannot be present Community Council members;
- (b) Must be over the age of twenty-five (25);
- (c) Must be enrolled members of the Community;
- (d) Must possess a valid driver's license or other valid identification; and
- (e) Must complete a background check performed by the Agency that such person (i) is of the utmost honesty and integrity, (ii) has never been convicted of a Felony, or a Misdemeanor involving theft, embezzlement or a crime involving moral turpitude, and (iii) whose prior activities, reputation, habits and associations shall not in any way jeopardize the effective regulation of the Gaming Operation or the Community's and public's trust, confidence or interest.

7.6.2 Compensation

Compensation of the Commissioners shall be established by the Community Council.

7.6.3 Prohibited Gaming Activity

No member of the Commission or employee of the Agency shall participate as a Patron in any Gaming Activity conducted on the Reservation.

7.7 Actions of the Commission

Unless otherwise specifically provided in this Code, a majority vote of the Commissioners present at a duly authorized meeting shall be deemed sufficient to effectuate any decision or action which this Code authorizes the Commission to make. In addition, unless otherwise provided in this Code, a decision or action by the Commission shall be final and not subject to review by any court or judicial forum.

7.8 Commission Meetings

7.8.1 Regular meetings of the Commission may be held upon such notice, and at such time and place as shall from time to time be fixed by the Commission. Nothing in this provision shall be construed to restrict the Commission's ability to conduct special or emergency meetings upon such notice as is required by this Code.

7.8.2 At any meeting of the Commission, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a

meeting at which a quorum is present shall be an act of the Commission, except where this Code otherwise requires an action to be taken by the vote of a majority of the members of the Commission then in office. The Chair shall preside at all Commission meetings, unless the Vice-Chair presides in the Chair's absence. In the absence of the Chair and Vice-Chair, the remaining Commissioners shall designate a presiding officer. The Chair or other presiding officer shall have a vote on all matters, except where recusal is required by this Code.

7.8.3 Commission members may participate in a Commission meeting by means of conference telephone or virtual communications where all persons participating in the meeting can hear each other.

7.8.4 Except for emergency situations, special meetings of the Commission may be called by the Chair upon at least 24 hours' notice via telephone, email, or personally. The person calling the special meeting shall give notice of the time, place, and reasons for the meeting.

7.8.5 For emergency situations, a special meeting shall be convened upon prompt notice to each Commissioner via telephone, email, or personally.

7.9 Commissioner Removal

7.9.1 A Commissioner may be removed from office only by the Ak-Chin Indian Community Council or upon a recommendation of a majority of the full Commission to the Community Council, with a majority of the full Council voting to remove based on the Commission's recommendation.

7.9.2 If the Commission seeks to remove a Commissioner, it may only be for one or more of the following reasons:

(a) Nonfeasance, including the persistent failure to perform duties of the office, including failure to attend a significant number of meetings;

(b) Misfeasance, including any substantial or repeated failure to exercise authority or discharge responsibilities in conformity with this Code, any Rules, NIGC regulations, the Act, or Compact;

(c) Malfeasance, including (i) a conviction or plea of guilty or no contest regarding any Felony criminal offense or any other Misdemeanor offense involving dishonesty or moral turpitude, (ii) a knowing violation of this Code, (iii) misconduct that threatens the integrity or public image of the Commission; or (iv) a material conflict of interest; or

(d) Physical or mental disability that prevents the performance of duties.

7.10 Commissioner Suspension and Investigation

If the Commission has reason to believe that cause for removal of a Commissioner exists, the Commission shall direct that an investigation be conducted and may, upon a majority vote of the full Commission, without such Commissioner voting, suspend the Commissioner from their duties pending the results of the investigation. The investigation will be conducted by an investigator independent of the Commission and the Agency. If, in the Commission's determination, the investigation substantiates the cause for removal, then the Commission shall notify the Commissioner of the time and place for a hearing before the Commission, which notice shall also describe the purpose for the hearing and all claims and allegations to be addressed. Upon review of the investigative material and upon hearing the testimony of the Commissioner, a vote shall be held by the Commission to determine whether to recommend the Commissioner's removal to the Community Council, but the Commissioner under investigation shall not vote.

7.11 Commissioner Resignation

Commission members may resign from the Commission by submitting, in writing, a resignation to all other Commissioners and to the Ak-Chin Indian Community Council Secretary. When possible, a 30-day notice of the resignation should be provided. Consistent with Sections 7.4 and 7.5, the Community Council shall appoint a new Commissioner within (30) days of receiving notice of the resignation.

7.12 Commission Funding

Commission funding shall be in an amount adequate for the Commission to properly fulfill all of its regulatory obligations, responsibilities, including but not limited to trainings, travel, and other reasonable expenses under this Code. The Commission funding shall be established annually through the Community's annual budget process. The Community Council may also approve requests by the Commission to supplement the budget when necessary. The Commission's fiscal year shall be the fiscal year of the Community.

7.13 The Tribal Gaming Agency

7.13.1 The Tribal Gaming Agency is responsible for the day-to-day regulation of the Gaming Operation.

7.13.2 The Agency shall investigate issues related to Gaming Activities and the Gaming Operation, and take any enforcement actions, if necessary.

7.13.3 The Agency is authorized to review, approve, and issue the following Licenses for the Gaming Operation:

- (a) Gaming Facility License;
- (b) Gaming Services License;
- (c) Gaming Employee and Non-Gaming Employee Licenses;
- (d) Gaming Vendor License; and
- (e) all Persons required to be licensed under this Code, the Act, Rule, or the Compact.

7.13.4 The Agency shall be deemed a law enforcement agency for the limited purpose of obtaining and processing fingerprints and accessing criminal history information, including but not limited to FBI, state and tribal records for licensing and suitability determinations and for no other purpose. The Agency may designate another law enforcement agency to obtain and process fingerprints.

7.13.5 The Agency shall maintain a suitable records system to manage and retain all confidential and sensitive records and information, while protecting the information from unauthorized release. Confidentiality of documents retained and maintained by the Agency does not apply to requests for such records or information from other tribal regulatory agencies, federal, state, or other local law enforcement in the performance of their official duties.

7.13.6 The Agency shall:

- (a) make licensing suitability and eligibility determinations for Gaming and Non-Gaming Employees, Facilities, and Vendors;
- (b) submit the notice of results to the NIGC of the background investigations done for each Primary Management Official and Key Employee applicant; and
- (c) issue Gaming Licenses to Primary Management Officials and Key Employees, if warranted by the eligibility determination.

7.14 Executive Director of the Agency

7.14.1 The Agency's Executive Director shall have overall responsibility of the day-to-day administrative functions of the Agency.

7.14.2 The Executive Director shall be licensed by the Agency and certified by the State.

7.14.3 Any communications between the Executive Director and Community Council regarding the Commission, Agency, and the Gaming Operation shall be duly noticed for participation by the full Commission and Community Council.

7.15 Agency Staff

7.15.1 The Executive Director shall employ staff to carry out their duties and the regulatory obligations of the Agency upon the approval of the Commission.

7.15.2 The Agency staff shall be licensed by the Agency and certified by the State.

7.16 Powers and duties of the Executive Director

The Executive Director shall have the power and the duty to regulate Gaming Activities pursuant to this Code, any Rules, Tribal Minimum Internal Controls, the Compact, and NIGC regulations, including:

7.16.1 Direct the day-to-day operations of the Agency, including, but not limited to, managing all Agency personnel issues, hiring and contracting Agency staff and agents, maintaining oversight of the licensing, inspections, investigations, monitoring, and enforcement of Gaming Licenses. In addition to the above, the Executive Director shall (a) notify the Commission prior to the hiring of an Agency manager and provide the opportunity for a Commissioner to participate in the interview; and (b) provide monthly written reports on the Agency's personnel changes and upcoming reports, memoranda, or other information requiring Commission review and approval before external release.

7.16.2 Maintain the proper processing, reporting, and recording of any criminal activity.

7.16.3 Conduct any hearings, not reserved to the Commission, and any investigation or inquiry to include administrative or licensing actions.

7.16.4 Audit and compel the production of any information or documents related to an Agency investigation.

7.16.5 Conduct or cause background investigations to be conducted for Primary Management Officials, Key Employees, and other Persons required to be licensed.

7.16.6 Review and approve all Agency investigative work.

7.16.7 Create and maintain investigative reports based on the background investigations of Primary Management Officials, Key Employees, and other Persons required to be licensed.

7.16.8 Utilize enforcement actions and issue notices, if warranted, resulting from the exercise of all investigatory and regulatory powers of the Agency under this Code.

7.16.9 Approve Gaming Activities and Gaming Devices in accordance with this Code, the Compact, and applicable Rules and regulations.

7.16.10 Inspect, examine, and monitor approved Gaming Activities, and have immediate access to review, inspect, examine, and audit all records of the Gaming Facility.

7.16.11 Monitor, inspect, and audit to ensure compliance with all Community, State and federal laws, Rules, regulations, and the Compact regarding Gaming Activities.

7.16.12 Investigate any suspicion of wrongdoing associated with any Gaming Activities.

7.16.13 Coordinate functions of the Agency with the State Gaming Agency and other agencies.

7.16.14 Represent the Community as its agent for service by the NIGC of any official determination, order, or notice of violation as prescribed by 25 C.F.R. §519.1.

7.16.15 Comply with any reporting requirements under the Act, applicable federal regulations, the Compact, and any other applicable law.

7.16.16 Establish, maintain, and enforce a list of persons not allowed to be a Patron in the Gaming Operation in order to maintain the integrity of the Gaming Activities.

7.16.17 Provide referrals and information to the appropriate law enforcement and gaming regulatory officials when such information indicates a violation of Community, federal, or State statutes, the Code, or other applicable regulations and rules.

7.16.18 Monitor compliance with the Gaming Operation's internal controls.

7.16.19 Audit gaming revenues.

7.16.20 Have unrestricted access to all areas of the Gaming Facility and its records.

7.16.21 Have authority to take enforcement actions, including suspension or revocation of a License, when appropriate.

7.16.22 Provide administrative support to the Commission, including training, managing and supervising Agency staff, consultants, and contractors.

7.16.23 Ensure that all Agency reports shall first be approved by the Commission prior to the Agency submission to other Persons, unless the Commission has otherwise designated.

7.16.24 Develop and oversee the Agency's budget, and present it to the Commission prior to submittal to the Community Council as part of the Community's annual budgetary process.

7.16.25 Negotiate and contract for acquisition of goods and services required by the Commission and the Agency, and may expend Commission/Agency funds for the operation of the Commission and Agency, subject to the Community's policies and procedures and as the Commission may establish.

7.16.26 Evaluate the effectiveness of the Community's gaming regulatory process, procedures, and controls; present recommendations to the Commission; and implement any approved changes.

7.16.27 Issue subpoenas and compel the attendance of witnesses at any place within the Tribe's lands, to administer oaths as necessary, and to require testimony under oath.

7.16.28 Perform other duties as directed by the Commission.

7.17 Removing Executive Director

The Executive Director is at all times an appointee and may be removed by the Commission with or without cause. The Commission shall notify the Community Council of such removal and any interim plans to maintain continuity of Agency functions pending the hiring of a new Executive Director.

SECTION 8 DETENTION OF PERSONS AND NOTIFYING LAW ENFORCEMENT

8.1 Designated Detention Area

Pursuant to the Compact, the Gaming Facility Operator, or in its absence the Management Contractor shall at all times maintain an area within the Gaming Facility for the temporary detention of individuals who may be involved in illegal or disruptive activities within the Gaming Facility for the purpose of notifying appropriate law enforcement authorities.

8.2 Audio and Video

Such temporary detention area shall be equipped with both video and audio recording capabilities.

8.3 Notification of Recording

All individuals confined in such area shall be under both video and audio observation and recording at all times and shall be informed of such observations and recordings during the temporary detainment provided for in this Section.

8.4 Notification to Surveillance

Upon placing any individuals in the temporary detainment area, the representative of the Gaming Facility Operator, Management Contractor, or Agency shall immediately notify the Surveillance Department of the Gaming Facility that such individuals have been placed in the detainment area. In addition, the Surveillance Department shall promptly engage the video and audio recordings in the temporary detainment area, so as to maintain continuous observation of such individuals. The video and audio recordings shall remain activated throughout the temporary detention of individuals placed in this area, including during the removal of such individuals from the detainment area by the Ak-Chin Indian Community Police Department or other appropriate law enforcement authorities, until the room is vacated.

8.5 Notification to Law Enforcement

Upon placing any individual in the temporary detention area as set forth above, the Gaming Facility Operator, Management Contractor, or Agency making the placement shall promptly notify the Ak-Chin Indian Community Police Department or other appropriate law enforcement authorities of said detention, and shall request that the Ak-Chin Indian Community Police Department or other law enforcement authorities transfer custody of said individuals from detention as quickly as possible.

SECTION 9 LICENSING

9.1 Revocable Privilege

(a) Any License issued by the Agency under this Code shall constitute a revocable privilege to conduct the licensed activity and shall not create a right in the Licensee to conduct that activity.

(b) All Licenses are subject to any amendments or duly approved changes to the Act, Compact, or applicable gaming rules.

9.2 Categories of Licenses Required

In compliance with Section 11(b)(2)(F) of the Act and the provisions of the Compact, certain individuals and entities are subject to background investigation and licensing requirements. The Agency may approve the following licenses:

9.2.1 Gaming Facility License - Each Gaming Facility must be licensed as provided in Section 9.11.

9.2.2 Gaming Facility Operator License – Each Gaming Facility Operator must be licensed as provided in Section 9.12.

9.2.3 Management Contractor License – Each Management Contractor must be licensed as provided in Section 9.13.

9.2.4 Gaming Employee License – Each Gaming Employee must be licensed as provided in Section 9.14.

9.2.5 Non-Gaming Employee License – Non-Gaming Employees may be required to obtain a license as provided in Section 9.15.

9.2.6 Gaming Vendor License – Gaming Vendors must be licensed as provided in Section 9.16.

9.2.7 Temporary Employee License - Employees awaiting permanent licensure may be required to obtain a temporary employee License as provided in Section 9.21.

9.3 Burden of Proof

The applicant or Licensee has the burden of proof to establish fitness to obtain or maintain a License under this Code.

9.4 Application Requirements

In addition to State Certification, each application for any category of License must be submitted to the Agency on forms provided by the Agency and must be fully completed and accompanied by the required fee as determined by the Agency to cover expenses associated with the investigation, processing, and badging. Such fees will be determined by costs incurred by the Agency and set in a fee schedule approved by the Commission.

9.4.1 Each application for a Gaming Employee, Non-Gaming Employee, and Gaming Vendor's License shall be accompanied by a certificate of sponsorship from the Gaming Facility Operator, or in its absence the Management Contractor stating that they wish to engage the applicant for certain services and intend to do so upon the issuance of an appropriate License.

9.4.2 Each License application, except for Non-Gaming Employees applying for a Non-Gaming Employee License, shall also be submitted to the State Gaming Agency, together with applicable fees, for State Certification, if required.

9.4.3 In order to process an application, the applicant shall consent in writing, on a form provided by the Agency, to the release of any information that may be relevant to the Agency's background investigation of such applicant. The form will clearly state that the Agency will keep any and all information obtained by the Agency in the course of reviewing a licensing application confidential, as provided in this Code, and shall not release it to any other person or agency without the applicant's written consent, except in the following circumstances where such information is:

- (a) required by the law or the Compact to be disclosed to the NIGC;
- (b) required by the Compact to be disclosed to the State Gaming Agency;
- (c) requested by another tribal regulatory agency, or a federal, state, or other law enforcement agency in the performance of their official duties or the Commission's legal counsel, judges, or court officers as may be necessary to review Agency action as provided in 9.7.2 or
- (d) ordered to be disclosed by judicial subpoena or court order, or for use in an appeal before the Commission or part of the record thereof, or judicial proceeding in which the applicant is a party.

9.5 Background Investigations

The Agency shall conduct, or cause to be conducted, background investigations of all License applicants. The Agency shall subject every applicant for a License to a thorough background investigation, and such investigations shall be updated upon application for a renewal of such License, and at such other times as the Agency may determine to be appropriate. Such background investigations may include review of records of all available tribal, state, and federal law enforcement agencies, resources of the NIGC, communications with other Indian tribes engaged in gaming activities, and any other sources of information accessible to the Agency for this purpose. The Agency shall maintain files that shall contain all information acquired in the course of its background investigation of License applicants. Such information and files shall be secured in such a way that the identities of confidential sources and the information itself will be protected from inadvertent disclosure so as to comply with the applicable provisions of federal statutes protecting individual privacy. The Agency shall include, on all applications for key employees and primary management officials, information regarding the limitations to privacy, in accordance with 25 C.F.R. Part 556.

9.6 Procedures for Background Investigations

The procedures to be followed by the Agency for conducting the background investigations and suitability determinations for applicants and Licensees are as follows:

- (a) Only the Agency is responsible for License background investigations and suitability determinations.
- (b) There shall be written operating procedures for investigations maintained by the Agency, which at a minimum shall include the following:
 - (i) verification in writing of all information submitted by the applicant;
 - (ii) inquiry into the applicant's prior activities, any criminal record, and reputation, habits, and associations;
 - (iii) interview by telephone or meeting of a sufficient number of knowledgeable people such as former employers, personal references, and others identified on his/her application;
 - (iv) exchange of information with all appropriate agencies;

(v) identification and documentation of all potential problem areas and/or disqualifying information; and

(vi) written disposition of all inquiries into such matters.

9.7 Informational Resources

9.7.1 Informational resources available to the Agency will be used to determine if an applicant seeking a License poses a threat or risk to the gaming industry such as:

(a) If, in a background investigation, it is discovered that the applicant has a notice of results on file with the NIGC from a prior investigation and the Agency has access to the earlier investigative materials (either through the NIGC or a previous tribal investigation), the Agency may rely on those materials and update the investigation and confidential investigative file.

(b) Except as otherwise provided in this Code, when conducting the background investigation, the Agency shall keep confidential the identity of each individual interviewed in the investigation.

9.7.2 Confidentiality of documents retained and maintained by the Agency does not apply to requests for such records or information from other tribal regulatory agencies, federal, state, or other law enforcement agencies, commissions, legal counsel, judges, or other court officers in the performance of their official duties, having the legal requirements to have such information as may be required or otherwise necessary.

9.8 Licensing Investigation File

The Agency shall create and maintain a confidential investigative file on each applicant that includes:

- (a) Application information as listed above;
- (b) Steps taken in investigation;
- (c) Results obtained;
- (d) Conclusions reached; and
- (e) The basis for those conclusions.

9.9 Suitability Requirements

Except as provided in this Code regarding Licensing requirements for Gaming Employees, the Agency may limit, condition, restrict, deny, suspend, or revoke a License when any of the following applies to an applicant or Licensee that:

(a) has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations, or duties imposed by any provision of the Act, the Compact, this Code, the Rules, or when such applicant or Licensee has knowingly allowed or failed to take action to correct any such violation which has occurred upon any premises occupied or operated by any such Person over which he or she has substantial control.

(b) has knowingly caused, aided, abetted, or conspired with another causing any Person to violate any tribal, federal, or state laws, or the Rules, or this Code.

(c) has knowingly obtained a tribal license or state certification by fraud, misrepresentation, concealment, or through inadvertence or mistake.

(d) has been convicted of, or forfeited bond upon a charge of, or plead guilty to, extortion, burglary, larceny, bribery, embezzlement, robbery, racketeering, money laundering, forgery, fraud, murder, voluntary manslaughter, sexual assault, rape, kidnapping, or human trafficking.

(e) has been convicted of a felony in the last seven (7) years prior to submission of the application unless that felony has been set-aside.

(f) has been convicted of conspiracy to defraud, willful failure to make required payment or reports to any tribal, state, or federal governmental agency at any level, or knowingly filing false reports therewith, or of any similar offense or offenses, or of bribing or otherwise unlawfully influencing a public official or employee the Community, of an Indian tribe, state, or the federal government.

(g) has engaged in any offense involving any unlawful gaming activity, physical harm to an individual, or moral turpitude.

(h) has made misrepresentation of, or failed to disclose a material fact to the State, NIGC, Commission, or the Agency.

(i) has failed to prove, by clear and convincing evidence, that they are qualified to maintain a Gaming License in accordance with the provisions of this Section.

(j) is the subject of current prosecution, pending charges, or a conviction which is under appeal for any offenses referenced in Code Section 9.9(d) or (e).

(k) had a gaming license suspended, revoked, or denied by any tribe or state.

(l) has pursued or is pursuing economic gain in an occupational manner or context causing a reasonable person to believe that the participation of such person in gaming or related activities would be detrimental to the proper operation of any authorized gaming or related activities. As used in this Code, “occupational manner or context” shall be defined as the systematic planning, administration, management or execution of an activity for unlawful financial gain.

(m) is a Person of disreputable reputation, a career criminal offender, a member of organized crime, an associate of a career criminal offender, or member of organized crime in such a manner which creates reasonable cause to believe that the association could be detrimental to the proper operation of the authorized gaming or related activities. For the purposes of this paragraph, a “career criminal offender” shall be defined as any Person whose criminal convictions and/or behavior is pursued in an occupational manner or context for the purpose of unlawful economic gain utilizing such methods which have been deemed criminal violations of any tribal, federal or state law. Organized crime shall be defined as any group of Persons who operate together as criminal offenders.

(n) has refused to provide reasonable justification, information, or refused to cooperate with the Commission or the Agency about their License.

(o) is determined by actions or reputation to pose a risk to the proper regulation of the gaming.

(p) is a person whose prior activities, current activities, criminal record, if any, or reputation, habits and associations pose a threat to the public interest or to the effective regulation and control of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal gaming practices, methods, or activities.

9.10 General Provisions of Licenses

9.10.1 Each License issued by the Agency shall expire (subject to renewal) not later than two years after the date of its issuance. Licenses may be renewed for subsequent years upon proper application, on forms specified by the Agency, but no License shall have any vested renewal right.

9.10.2 If, under the Compact, a State Certification is required by a prospective Licensee, the Agency may not authorize or issue a License to such prospective Licensee until State Certification is approved or temporarily given by the State.

9.10.3 After a License has been issued, the Agency may, at any time, conduct such background or other investigation as it may deem appropriate with respect to the Licensee. If such subsequent investigation discloses information that would have made or makes the Licensee ineligible for the License, the Agency shall revoke the License in accordance with this Code and any decision will become final unless overturned on appeal.

9.10.4 If, after the issuance of a License to a Licensee who is obligated to obtain a State Certification under the Compact, the State Certification is revoked, the Agency shall revoke the License in accordance with procedures set forth in this Code and the Compact.

9.10.5 Applications for Licenses or for renewal of Licenses must be accompanied by nonrefundable fees for the following categories of Licenses: (i) new employees; (ii) employee renewals; (iii) new vendors; (iv) vendor renewals; (v) fingerprints; and (vi) badge duplication/replacement. Such fees shall be established by the Commission and shall be assessed to represent the cost to the Agency for processing such applications.

9.10.6 A privacy notice, which reads as follows, must be placed on all License application forms for Gaming Employees, including Primary Management Officials and Key Employees:

A false statement knowingly and willfully provided in any of the information pursuant to this Section may be grounds for not approving the contract in which an applicant has a financial interest or management responsibility, or for disapproving or voiding such contract after it is approved by the Chairman of the National Indian Gaming Commission. Also, an applicant may be punished by fine or imprisonment. (U.S. Code, title 18, section 1001).

9.10.7 Prior to issuing a License to a Gaming Employee, a Key Employee, a Primary Management Official, Management Contractor or a Principal of a Management Contractor, the Agency shall forward the results of the background investigation to the NIGC. The Agency shall consider any objections of the State Gaming Agency and NIGC in determining whether to issue the requested License.

9.11 Licensure of Gaming Facilities

No Gaming Activity shall take place at any Gaming Facility unless such Gaming Facility has a current License issued by the Agency. A separate License shall be issued for each Gaming Facility; such License shall specify whether Class II Gaming or Class III Gaming, or both, can be operated.

9.11.1 Term

Each Gaming Facility License issued by the Agency shall have a term of one year. Such License may be renewed for subsequent annual periods upon proper application on forms provided by the Agency.

9.11.2 Required Submissions

No License shall be issued to any Gaming Facility unless:

(a) the law enforcement plan for such Gaming Facility has been reviewed and approved by the Agency;

(b) the security plan for such Gaming Facility has been reviewed and approved by the Agency;

(c) the safety plan for such Gaming Facility has been reviewed and approved by the Agency;

(d) the floor plans and surveillance systems for such Gaming Facility have been reviewed and approved by the Agency; and

(e) the Agency has issued a certificate of compliance with respect to the Gaming Facility's floor plan. If the Gaming Facility's floor plan is to change, then notification shall be sent to the Agency for approval.

9.11.3 Agency Action

Before issuing or renewing a Gaming Facility License, the Agency will inspect and determine that the Gaming Facility reasonably protects the health and safety of the public.

9.12 Licensure of Gaming Facility Operator

The Agency may issue and renew a separate license to the Gaming Facility Operator, and each License shall be valid for a term of one year commencing from the date the License was issued.

9.13 Licensure of a Management Contractor

In the absence of the Gaming Facility Operator, the Agency may issue and renew a separate Management Contractor License, and each License shall be valid for a term of two years commencing from the date the license is issued. No Person shall act as a Management Contractor unless such Person has a current Management Contractor License issued by the Agency.

9.13.1 Background Investigation

For each Management Contract License, a background investigation shall be conducted of:

- (a) each person with management responsibility for a Management Contract;
- (b) each person who is a director of a corporation that is a party to a Management Contract;
- (c) each person who has ten percent (10%) or more financial interest in a Management Contract; and
- (d) any other person with a direct or indirect financial interest in a Management Contract otherwise designated by the NIGC.

9.13.2 Required Information for each person

For each natural person identified above, the Management Contractor shall provide the following information to the Agency:

- (a) the full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, and gender;
- (b) a current photograph, driver's license number, and a list of all languages spoken or written;
- (c) the business and employment positions held, business and residence addresses currently and for the previous ten (10) years, and the city, state, and country of residence from age eighteen (18) to the present;
- (d) the names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the person at each different residence location for the past five (5) years;
- (e) current business and residence telephone numbers;
- (f) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

- (g) a description of any previous and existing business relationships with the gaming industry generally, including ownership interests in those businesses;
- (h) a complete financial statement showing all sources of income for the previous three (3) years, and assets, liabilities, and net worth as of the date of the submission;
- (i) 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 the gaming, whether or not such license or permit was granted;
- (j) for each gaming offense and for each Felony for which there is an ongoing prosecution or a conviction, the name and address of the court involved, the charge, the date of the charge, and the disposition;
- (k) for each Misdemeanor conviction or ongoing Misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application. The name and address of the court involved, the dates of the charge, and the disposition;
- (l) for each criminal charge (excluding minor traffic charges) regardless of whether or not it resulted in a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraphs (j) and (k) of this Section, the name and address of the court involved, the criminal charge, the date of the charge, and the disposition; and
- (m) fingerprints for each person for whom a background check is provided under this Section.

9.13.3 Timeline to Respond

Each person with a direct financial interest in a Management Contract or management responsibility for a Management Contract shall respond within thirty (30) days to any questions submitted by the NIGC.

9.13.4 Additional Required Information

9.13.4.1 Each of the ten (10) largest beneficiaries and the trustees when the entity is a trust, and each individual's full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, and gender;

9.13.4.2 Each of the ten (10) largest partners when the entity is a partnership;

9.13.4.3 Each person who is a director or who is one of the ten (10) largest shareholders of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child or sibling and any person with management responsibility for that entity; and

9.13.4.4 Copies of (i) documents establishing the existence of the entity, such as the partnership agreement, the trust agreement, or the articles of incorporation; (ii) documents designating the person who is charged with acting on behalf of the entity; and (iii) bylaws or other documents that provide day-to-day operating rules for the organization.

9.13.5 Gaming License Application Privacy Notice

A privacy notice shall be placed on the Tribe's License application form for a key employee, primary management official, Management Contractor, or other Gaming Employee License as follows:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information in this Section is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the suitability of individuals to be granted a gaming license or other Persons with a financial interest in or having Management Contractor responsibility pursuant to a Management Contract. The information will be used by National Indian Gaming Commission members and staff and Indian tribal officials who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or NIGC to appropriate federal, tribal, state, 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 NIGC 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

being unable to license you for a primary management, key employee, or other Gaming Employee License.

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

9.13.6 Required Acknowledgment

Each Person required to submit information under this Section shall sign and submit the following statement: 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).

9.14 Licensure of Gaming Employees

No individual shall be employed as a Gaming Employee, a Key Employee, or a Primary Management Official unless such individual has a current License issued by the Agency. Individuals so licensed shall wear a unique tribal identification credential, as issued by the Agency, at all times while on duty in the Gaming Facility.

9.14.1 Employee Background Investigation Application

Such application information will include at a minimum the following:

- (a) full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, and gender, including gender assigned at birth;
- (b) current mailing address. This address must be kept current at all times while an applicant or licensee. Failure to submit a current address change within seventy-two (72) hours of a change may result in negative licensure action, including but not limited to a suspension or revocation of license, without the right to appeal. Failure to keep a current address on file with the Agency constitutes a waiver of any administrative or court appeals;
- (c) a current photograph of the applicant, their driver's license number, and a list of all languages spoken or written;
- (d) currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, and business and residence addresses;

- (e) the names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant at each different residence location for the past five (5) years;
- (f) current business and residence telephone numbers;
- (g) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- (h) a description of any previous and existing business relationships with the gaming industry generally, including ownership interests in those businesses;
- (i) the name and address of any licensing or regulatory agency with which the applicant has filed an application for a license or permit related to gaming or an occupation, and whether or not such license or permit was granted;
- (j) for each gaming offense or Felony for which there is a prosecution or a conviction; the name and address of the court involved, case number, the charge, and the dates of the charge and the disposition;
- (k) for each Misdemeanor conviction or ongoing Misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application: the name and address of the court involved, and the dates of the prosecution and the disposition;
- (l) for each criminal charge (excluding minor traffic charges) regardless of whether or not it resulted in a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraphs (j) and (k) of this Section: the name and address of the court involved, the criminal charge, and the dates of the charge and the disposition, including any plea agreements and expungements;
- (m) fingerprints for each person for whom background is provided under this Section; and
- (n) any other information the Agency deems relevant.

9.14.1.2 In conducting a background investigation, the Agency shall keep confidential the identity of each person interviewed in the course of the investigation.

9.14.1.3 If, in the course of the background investigation, the Agency discovers that the applicant has a notice of results on file with the NIGC from a prior investigation and the

Agency has access to the earlier investigative materials (either through the NIGC or the Agency), the Agency may rely on those materials and update the investigation and background report.

9.14.2 Privacy Notice

A privacy notice as required in 9.10.6 shall be placed on the License application form for a Gaming Employee, a Primary Management Official or a Key Employee.

9.14.3 Notice of Results

A notice of results of the Key Employees and Primary Management Officials shall be submitted to the NIGC no later than sixty (60) days after the applicant begins work. The notice of results shall contain:

- (a) the applicant's name, date of birth, and social security number;
- (b) the date applicant began work;
- (c) a summary of information presented in the investigative report, which shall include:
 - (i) licenses that have previously been denied;
 - (ii) gaming licenses that have been revoked, even if subsequently reinstated;
 - (iii) every criminal charge (except minor traffic offenses) brought against the applicant within the last ten (10) years of the date of application;
 - (iv) every Felony of which the applicant has been convicted or any ongoing prosecution; and
 - (v) eligibility determination that the applicant is suitable to assume his/her duties in that the applicant poses no threat to the public interest or to the effective regulation of Gaming Activity, and does not create or enhance dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming Activity.
- (d) An individual in primary management official or key employee position shall not be employed who does not have a Gaming License after 90 days of beginning work at the Gaming Operation.

(e) If the Agency has issued a gaming 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 25 C.F.R. §558.2(d). (f) If, within the 30-day period described in 25 C.F.R. §558.2(a), the Commission provides the Agency with a statement itemizing the objections to the issuance on a License to a Key Employee or Primary Management Official applicant for whom the Agency has provided a notice of results, the Agency shall reconsider the application, taking into account the objections itemized by the Commission. The Agency shall make the final decision whether to issue a License to such applicant.

9.14.4 Notification to NIGC of License Decisions and Retention Obligations

(a) After the Agency has provided a notice of results of the background check to the Commission, the Agency may license a primary management official or key employee.

(b) Within 30 days after the issuance of the License, the Agency shall notify the Commission of the issuance.

(c) 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.

(d) If the Agency does not license the applicant –

(1) The Agency shall notify the Commission; and

(2) Shall forward copies of its eligibility determination and notice of results under 25 C.F.R. § 556.6(b)(2), to the Commission for inclusion in the Indian Gaming Individuals Record System.

(e) If the Agency revokes a key employee or primary management official's License –

(1) the Agency shall notify the Commission; and

(2) shall forward copies of its License revocation decision for inclusion in the Indian Gaming Individuals Record System.

(f) The Agency shall retain the following for inspection by the Chair or their designee for no less than three (3) years from the date of the termination of employment:

- (1) The information listed under 25 C.F.R. § 556.4(a)(1) through (14);
- (2) Investigative reports, as defined in 25 C.F.R. § 556.6(b);
- (3) Eligibility determinations, as defined in 25 C.F.R. § 556.2;
- (4) Privacy Act notice, as defined in 25 C.F.R. § 556.2; and
- (5) False Statement notice, as defined in 25 C.F.R. § 556.3.

9.15 Licensure of Non-Gaming Employees

Employees who are not Gaming Employees but work at the Gaming Facility, must obtain a Non-Gaming Employee License from the Agency before commencing employment. The Executive Director will have the authority to determine if any employee is exempt from this standard in a consistent manner. Non-Gaming Licenses may be issued upon a determination by the Agency that the employee is not a threat to the effective regulation of the Gaming Operation, and does not create a risk to safety, fair and legal practices, or the conduct of Gaming Activities. Individuals so designated shall wear a unique tribal identification credential, as issued by the Agency, at all times while on duty. All applicants for this License shall provide such information as the Agency shall require. Each Non-Gaming Employee License shall be valid for a term of two (2) years commencing from the date the License is issued.

9.16 Licensure of Gaming Vendors

Except for certain exceptions contained in the Compact, each Gaming Vendor must be licensed. The Agency may issue Gaming Vendor Licenses pursuant to the requirements of the Compact and this Code for Gaming Services. Each License shall be valid for a term of two (2) years commencing from the date the License is issued.

9.17 Licensure of Financiers

Any third-party financing extended or guaranteed to the Gaming Facility Operator and/or the Management Contractor shall be disclosed to the State Gaming Agency, and persons or entities extending such financing shall be required to obtain a Gaming Vendor License from the Agency and annually be certified by the State Gaming Agency, unless said person or entity is an agency of the United States or a lending institution licensed and regulated by the State or the United States.

9.18 Licensure of Distributors

No Person shall distribute Gaming Devices, or component parts thereof, used or to be used in a Gaming Facility unless such Distributor has a current Gaming Vendor License issued by the Agency.

9.19 Licensure of Manufacturers

No Person shall use any Gambling Device, or component part thereof, in a Gaming Facility, unless the manufacturer of such Gaming Device, or component part thereof, had a current Vendor License issued by the Agency at the time of the installation of such Gaming Device, or component party.

9.20 Procurement of Providers of Gaming Services

The Gaming Facility Operator, or in its absence, the Management Contractor shall not purchase any Gaming Services, or enter into a contract, agreement, understanding, or any arrangement whatsoever, for the purchase of any Gaming Services, unless the provider of such Gaming Service has a current License issued by the Agency.

9.21 Licensure of Temporary Employees

(a) Temporary Gaming License - In conjunction with the State Gaming Agency's employee certification process, the Agency may issue a temporary employee License for Gaming Employees awaiting final Licensing determinations. Issuance is subject to the Agency's risk assessment and may, at the discretion of the Agency be rescinded at any time. Rescissions of temporary employee Licenses are subject to appeal only if the applicant files a request within ten (10) days for reconsideration with the Commission stating a compelling reason(s) why the Agency's determination should be overturned. The Commission may or may not review the Agency decision. Any such review is completely discretionary and any decision shall be final.

(b) Temporary Non-Gaming License - The Agency may issue Non-Gaming Employees a temporary Non-Gaming employee license. Issuance is subject to the Agency's risk assessment and may, at the discretion of the Agency be rescinded at any time. Rescissions of temporary employee licenses are not subject to appeal.

9.22 Relinquishing a License

Relinquishing of a License will cease the Agency from seeking suspension or revocation of the License unless the Licensee is facing enforcement actions related to a criminal offense conducted at the Gaming Facility. A Licensee may surrender or relinquish their License at any time.

9.23 Employee License Denial

9.23.1 In the event the Agency determines an employee application is to be denied, the Agency shall inform the Gaming Facility Operator, or in its absence, the Management Contractor, the reasons for such denial, and afford the Gaming Facility Operator or Management Contractor an opportunity to withdraw the certificate of sponsorship for such applicant.

9.23.2 Withdrawal of the certificate of sponsorship shall not allow the applicant to appeal the decision of the Agency.

9.23.3 In the event the certificate of sponsorship is not withdrawn, the Agency shall inform the applicant of its decision to deny the license by notice sent by registered or certified mail, return receipt requested, and, if it is a Class III Gaming application, shall inform the State Gaming Agency, giving the reasons and substantiating documentation for its decision.

9.23.4 The applicant may appeal such decision to the Commission within fifteen (15) days of the denial of such application. Appeals shall be processed according to Section 10.4.

9.24 Record Retention

The Agency shall retain License application reports and the following for inspection by the Chair or their designee for no less than three (3) years from the date of the termination of employment:

- (1) The information listed under 25 C.F.R. § 556.4(a)(1) through (14);
- (2) Investigative reports, as defined in 25 C.F.R. § 556.6(b);
- (3) Eligibility determinations, as defined in 25 C.F.R. § 556.2;
- (4) Privacy Act notice, as defined in 25 C.F.R. § 556.2; and
- (5) False Statement notice, as defined in 25 C.F.R. § 556.3.

Section 10 – ENFORCEMENT ACTIONS

10.1 Policy

Pursuant to this Code, the Agency is authorized to regulate Gaming Activity within the Reservation, including implementing enforcement actions. Any License issued by the Agency under this Code shall constitute a revocable privilege to conduct the licensed activity and shall not create a right in the Licensee to conduct that activity.

10.2 Administrative Enforcement Actions

The Agency may utilize any enforcement actions against Licensees for violations of the Act, this Code, the Compact, and applicable Rules and regulations. Such actions include any of the following:

10.2.1 Verbal Warning. A verbal warning is a warning spoken orally to a Licensee of violations to encourage the Licensee to voluntarily comply.

10.2.2 Warning Letter. A warning letter is a written letter signed by the Executive Director to the Licensee outlining a violation that is documented in the Licensee's file. The warning letter will include a description of the violation and provide an opportunity for the Licensee to meet with the Executive Director to discuss the nature of the violation. The warning letter is not required nor is it subject to appeal, and is only a warning of possible future actions that might be imposed if the Licensee fails to comply.

10.2.3 Notice of Violation. A notice of violation is an action against a Licensee for a violation signed by the Executive Director. This action may include a fine, License suspension, or License revocation. The notice will include the description of the violation for which the Licensee is being cited and the action to be taken by the Agency.

10.2.4 Suspension. Suspension is an action where the Agency suspends a License pending investigation by the Agency if it appears the Licensee violated the Act, the Compact, this Code, or the applicable Rules or regulations, or poses a risk to the assets, safety, or the effective regulation of the Gaming Operation. After an investigation identifying concerns, the Agency may fine the Licensee, suspend, revoke the License, or take other appropriate action.

10.2.4.1 Notice from the NIGC. If, after a Gaming License has been issued to a primary management official or key employee, the Agency receives a notice from the NIGC that the primary management official or key employee is not eligible for employment, the Agency shall (1) immediately suspend the License; (2) provide the Licensee with written notice of the suspension and proposed revocation; and (3) provide the Licensee with notice of a time and place for a hearing on the proposed revocation of the License.

10.2.4.2 Hearing Determination. After a revocation hearing, the Agency shall decide to revoke or reinstate a License. The Agency shall notify the Commission of its decision within 45 days of receiving notification from the Commission.

10.2.5 Revocation. Revocation is an action where the Agency revokes a License. A revocation of a license will be final fifteen (15) days after service of the revocation letter, unless such revocation is appealed within fifteen (15) days of service, in which case it does not become final until such appeals have been exhausted. The letter will be Served upon the Licensee at the address indicated in their Licensee file or in person. Failure by the Licensee to comply with the requirements of Section 9.14.1(b) that their current address is on file with the Agency will result in a final disposition of their license with no right to appeal.

10.3 Right of Appeal.

A Person contesting any Notice of Violation, denial of License decision, License suspension, or License revocation by the Agency shall have the right to appeal such decision before the Commission as provided herein, unless they fail to maintain updated address information as described in 9.14.1(b).

10.4 Commission Appeal Procedures.

10.4.1 Filing Appeal

Such affected Person ("Appellant") must file their appeal with the Agency in writing within fifteen (15) days of the date such Person was provided Service of the Agency's decision.

10.4.2 Presence for Administrative Hearing and Appeal

10.4.2.1 The Appellant and their Legal Representative shall have the right to be present at an administrative appeal hearing conducted in accordance with this Section.

10.4.2.2 Parties to all hearings governed by this Chapter may appear personally or through a Legal Representative, except that a party must personally attend any hearing on the merits, unless their attendance has been excused, in writing, by the Commission.

10.4.2.3 When a party is represented by a Legal Representative, service of all notices, motions, orders, decisions, and other papers shall thereafter be made upon such party's Legal Representative, unless the party requests otherwise in writing.

10.4.2.4 When a party is represented by a Legal Representative, such party's Legal Representative shall sign all motions, notices, requests, and other legal papers on behalf of the party, including a request for subpoenas.

10.4.3 Administrative Appeal Hearing before the Commission

10.4.3.1 Upon timely request for an appeal pursuant to Section 10.4.1, the Commission shall afford an Appellant the opportunity for such an administrative hearing prior to any final action resulting in the denial, suspension, or revocation of a License, or the imposition of any sanctions which the Agency is authorized to impose pursuant to the Act, this Code, or the Rules and regulations promulgated thereunder.

10.4.3.2 The Commission shall provide Service to the Appellant of the hearing at least fifteen (15) days prior to the date set for the hearing. The notice shall state the date, time, and place of the hearing.

10.4.4 The Agency or Commission shall not forward any violation information to the State or NIGC until the completion of the appeal and the administrative action is final, unless such notice is required by the Compact or NIGC regulations.

10.5 Discovery Procedures for Appeal Hearings

10.5.1 The parties shall exchange a list of persons that each party intends to call as witnesses no later than five (5) days, excluding weekends and holidays, before a scheduled hearing. Each witness shall be identified by name, if known, position, and business address. Any witness not identified in accordance with this Section may be prohibited from testifying at a hearing in the Commission's discretion.

10.5.2 The Commission and/or the Commission's legal counsel, the Agency, and the Appellant shall exchange or make available a copy of all documents or tangible things that they intend to offer as evidence in support of each party's case. This exchange shall be made to the opposing party no later than five (5) days, excluding weekends and holidays, before a scheduled hearing.

10.6 Confidential Materials

10.6.1 All information, documents, testimony, and other evidence pertaining to a Commission hearing is Confidential subject only to disclosure according to the Act, this Code, the Compact, the Rules, or applicable court or administrative order.

10.6.2 Confidentiality of documents retained and maintained by the Agency does not apply to requests for such records or information from other tribal regulatory agencies, federal, state, or other law enforcement agencies, commissions, legal counsel, judges, or other court officers in the performance of their official duties as may be required by applicable law or an order of a court of competent jurisdiction.

10.6.3 The Agency and/or Commission shall take reasonable care not to disclose or openly discuss information provided, except (1) as required by law or necessity as part of oversight, reviews, background information exchanges, (2) as part of any administrative or court hearings which may be required, and/or (3) in administrative and/or judicial notices or records which may be assembled and/or published as part of a required hearing/procedure. To the extent such information provided is needed for review or exchange as part of any legitimate investigatory, administrative, or judicial process, all applicants irrevocably waive any expectation of privacy by submitting an application for licensure.

10.7 Hearing Procedures.

10.7.1 The Chair of the Commission or, in the Chair's absence another Commission member as designated by the Commission, shall preside over all appeal hearings, call the proceedings to order, and control the presentation of evidence, the appearance of witnesses, and the order of the proceedings. In the interest of privacy, hearings are closed to the public.

10.7.2 In such hearings, the Commission may require any person, including, but not limited to, any Appellant, or any agent, employee, or representative of any Appellant to appear and testify

before it with regard to the appeal. Such testimony shall be under oath and may include any matters which the Commission deems relevant to the appeal hearing. Testimony shall be recorded and a copy of the transcription of such recording may be provided to the Appellant upon request. Such a request may result in a reasonable fee as required by the Commission.

10.7.3 The Appellant, Agency, or their Legal Representatives may call and examine witnesses, cross-examine witnesses, and present evidence reasonably required for a full and true disclosure of the facts. The Commission shall exercise its discretion to limit the testimony of witnesses where that testimony is irrelevant or repetitive.

10.7.4 The Commission shall have the authority to eject from the hearings any person who is disruptive, disorderly, or who shows a lack of proper respect for the Commission or the nature of the proceedings.

10.7.5 Persons shall be permitted to speak only when recognized by the presiding hearing chairperson.

10.7.6 The Commission, in its discretion, has the power to sequester witnesses.

10.8 Evidence

10.8.1 In hearings governed by this provision, the Commission shall not be bound by technical rules relating to evidence and witnesses. The Commission shall endeavor to admit all testimony that is relevant, material, and has reasonable probative value, but shall endeavor to exclude immaterial, irrelevant, or unduly repetitious testimony. Basic principles of relevancy, materiality, and probative force shall govern all questions of fact. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.

10.8.2 All evidence, including records and documents exchanged according to Section 10.5.2, may be duly offered and made a part of the record in the case. Every party shall be afforded adequate opportunity, as determined by the Commission, to rebut or offer countervailing evidence.

10.8.3 The Commission shall keep all evidence, records, and testimony confidential unless disclosure of such information is required under the Act, the Compact, this Code, or by other applicable law or court order.

10.8.4 The Commission may take official notice of any generally recognized fact and the parties can mutually agree on other technical and/or pertinent facts regarding the appeal.

10.8.5 The hearing's record shall include:

- (a) Information, evidence, and the transcript (when available) that was reviewed or considered by the Agency or Commission;
- (b) Evidence received or reviewed, stipulations, and admissions;
- (c) A statement of matters officially noticed; and
- (d) Any decision, opinion, findings, or report by investigators, the Agency, or the Commission.

10.9 Determinations by the Commission

10.9.1 All determinations made by the Commission involving the grant, denial, suspension, reinstatement, or revocation of a License, a finding of a violation of the Act, this Code, the Rules, NIGC regulations, the Internal Controls, the Compact, the conditions of any License issued by the Commission, any order by the Commission, and the imposition of any sanctions or penalties shall be made by a majority vote of the Commissioners present at the hearing, pursuant to motion, in executive session, and such determination shall be made within ten (10) days of the hearing, barring any unusual circumstances.

10.9.2 The Commission's decision shall be served upon the Appellant or their Legal Representative by registered or certified mail, or may be served personally via a process server within thirty (30) days of the hearing.

10.10 Sanctions

If any party or their Legal Representative fails to comply with any provision of this Code, the Rules, applicable regulations, or the procedures or directives of the Commission, the Commission may impose sanctions as the Commission deems appropriate.

10.11 Appeal to Tribal Court

10.11.1 Appeal

Subject to the burden of proof set forth in Section 9.3 of this Code, decisions of the Commission to affirm the suspension, denial, or revocation of a License pursuant to this Section 10 may be

appealed to the Tribal Court by written notice of appeal submitted to the Tribal Court and Commission within fifteen (15) days following Service of the notice of the Commission's decision.

10.11.2 Notice of Appeal

The Notice of Appeal shall specifically identify how the Appellant's due process was violated. For purposes of the appeal to the Community's Court, "due process" shall mean (a) a materially detrimental deviation from the procedures described herein for the Commission's hearing of the Appellant's appeal, and/or (b) the failure to provide Appellant with notice of the Appellant's violations and afford the Appellant a reasonable opportunity to respond and be heard.

10.11.3 Hearing

The Tribal Court shall schedule a hearing no sooner than thirty (30) days after nor later than sixty (60) days from the date the notice of appeal is filed and shall provide written notice of the hearing to the parties.

10.11.4 Review

The Tribal Court's power of review shall be limited to issues of due process and shall not entail any determination regarding the merits or correctness of the underlying administrative decision. In all appeals before the Tribal Court, there shall be deference given by the Tribal Court to the determination of the Commission as the body charged with the responsibility of interpreting the Compact, the Code, and its own Rules and regulations. In all cases, the standard on review shall be a clear and convincing evidence.

10.11.5 Court Findings

The Tribal Court shall issue its written decision within thirty (30) days after hearing the matter. A decision of the Tribal Court that the Commission afforded due process makes the Commission's determination final. A decision by the Tribal Court that due process was not afforded may require additional Agency and/or Commission action.

10.12 Notification of Licensure

The Agency shall notify the State Gaming Agency and the NIGC of the final decision of any Licensing decisions or actions in accordance with the Compact and such regulations or procedures as the NIGC may establish.

SECTION 11 STANDARDS OF OPERATION AND MANAGEMENT

11.1 Class II Gaming

The Commission shall adopt minimum standards for internal controls and rules of play for Class II Gaming in compliance with the Act, this Code, and any related agreements among the Community, State, and other Indian tribes addressing Class II Gaming.

11.2 Class III Gaming

The Commission shall adopt minimum standards for internal controls and rules of play for Class III Gaming in compliance with the Act, the Compact, and this Code. The Commission shall provide a draft of any proposed Amendments to this Code to the Gaming Facility Operator, or in its absence the Management Contractor for review and comment prior to adoption of such Amendments.

11.3 Internal Controls

Generally, internal controls shall include a system of accounting controls and a system of administrative controls. The Internal Controls shall also include the plan of organization for the Gaming Facility Operator, or in its absence the Management Contractor, and all of the related methods and measures adopted by the Gaming Operation to safeguard its assets, check the accuracy and reliability of its gaming and accounting data, promote operational efficiency and encourage adherence to prescribed managerial policies.

11.4 Annual Audit

11.4.1 In compliance with Section 2710(b)(2)(C) and (D) of the Act, the Gaming Facility Operator, or in its absence, the Management Contractor shall be subject to audit by independent certified public accountants engaged by and reporting to the Community Council, which accountants are licensed by the State, and have in-depth knowledge of and experience with the accounting standards and auditing procedures appropriate for the gaming industry.

11.4.2 This audit shall be performed not less than annually, and copies of the annual audit shall be provided to the Commission, State Gaming Agency, the Agency, and to the NIGC within 120 days.

11.4.3 Such independent certified public accountant shall submit an audit report expressing an unqualified or qualified opinion or, if appropriate, disclaim any opinion on the financial statement taken

as a whole in accordance with generally accepted auditing standards published by the American Institute of Certified Public Accountants.

11.4.4 The examination and audit shall disclose whether the accounts, records, internal controls, and accounting procedures are properly maintained by the Gaming Facility Operator, or in its absence the Management Contractor as required by the Act, the Compact, and this Code.

11.4.5 All contracts for supplies, services, or concessions for a contract amount in excess of \$25,000 annually (except contracts for professional legal or accounting services) relating to Gaming Activity shall be subject to such audits.

11.4.6 Pursuant to Section 12(g) of the Compact, the annual audit shall also report the Community's Class III Net Win, as defined in the Compact, and shall include or be supplemented by an attestation by the auditor that Class III Net Win is accurately reported consistent with the terms of Appendix I to the Compact.

11.5 Additional Information

The Agency may, when it deems necessary, request additional information from either the Management Contractor, or in the absence of a Management Contractor, the Gaming Facility Operator, and the independent accountant regarding the financial statement, the audit or both. In addition, copies of all letters from the independent accountant to the Gaming Facility Operator or the Management Contractor regarding internal control matters shall be provided to the Agency within thirty (30) calendar days after receipt by the Gaming Facility Operator or Management Contractor. Nothing herein shall limit the Community Council or the Agency to require such further internal, intermittent or other audits as may be deemed appropriate.

11.6 Facility Inspection

The Agency shall no less than monthly and at such other times as it believes is warranted, cause detailed inspections to be made of each Gaming Facility to assure that such facility is being operated in accordance with the terms of the License and of the provisions of the Act, the Compact, this Code and the Rules, and that in all other respects the Gaming Facility's operation is in furtherance of the purpose of this Code.

11.7 Unsuitable Methods of Operation

No Licensee shall, in the course of involvement with Gaming Activities, undertake any conduct or commit any action that harms, or may harm, the public health, safety, or general welfare of the Community, or would impose or tend to impose discredit upon the Community or its Gaming Activities, and may such conduct may be grounds for disciplinary action by the Agency.

SECTION 12 PATRON DISPUTES

12.1 Patron Disputes

A patron dispute occurs when a Patron claims that they did not receive money or other items of value based on the Patron's wins or losses from Gaming Activity, and the Patron and the Gaming Facility Operator, or in its absence, the Management Contractor are unable to resolve the dispute, and the dispute involves:

- (a) at least five hundred dollars (\$500), then the Gaming Facility Operator or Management Contractor shall immediately notify the Agency, and the Agency shall determine whatever investigation it deems necessary and shall determine whether payment should be made; or
- (b) less than five hundred dollars (\$500), the Gaming Facility Operator or Management Contractor shall inform the Patron of his/her right to request that the Agency conduct an investigation. Upon request of the Patron, the Agency shall conduct whatever investigation it deems necessary and shall determine whether payment should be made.

12.2 Notice

The Agency shall mail written notice by certified mail, return receipt requested, to the Gaming Facility Operator or in its absence, the Management Contractor and the Patron of its decision within thirty (30) days after the Agency first receives notification or the Patron's request to conduct an investigation.

12.3 Agency Determination

The Agency shall notify the Gaming Facility Operator, or in its absence the Management Contractor and the Patron of its decision, which is effective on the date it was received by the Patron as shown by the return receipt.

12.4 Review of the Decision

Within thirty (30) days after the date of receipt of the written decision, the Patron, or the Gaming Facility Operator or, in its absence the Management Contractor may file a petition with the Agency requesting a review of the Agency's decision.

12.4.1 The Agency may set a hearing on the matter or make a decision based solely upon the prior decision and other documentation provided to it by the Patron and the Gaming Facility Operator or the Management Contractor.

12.4.2 The Agency shall then issue a written decision within sixty (60) days of the Patron's request for review and mail it to the parties by certified mail, return receipt requested.

12.5 Appeal to the Tribal Court

12.5.1 A Patron with dispute greater than \$500 may file an appeal of the Agency's decision within sixty (60) days of the Agency's written determination in the Tribal Court.

12.5.2 The Patron shall submit any evidence to support their position(s) with the appeal, and the Agency shall submit any of its evidence and/or reports to the Tribal Court and Patron within thirty (30) days of the Patron's appeal to the Tribal Court. Such evidence, report, and other submitted materials are confidential.

12.5.3 The Tribal Court shall schedule a hearing within sixty (60) days after receipt of the appeal and render a decision within thirty (30) days of the hearing.

12.5.4 Disposition of the action in Tribal court will be final and binding on all the parties in accordance with Tribal law.

SECTION 13 REPEAL

All prior Gaming Codes are hereby repealed and superseded by this amended Code.

SECTION 14 AMENDMENTS

This Code may be amended from time to time by a duly authorized Community Council resolution.

SECTION 15 SOVEREIGN IMMUNITY

The Ak-Chin Community Gaming Commission, the Commissioners, the Agency, the Executive Director, and the Agency's employees and agents while acting within the course and scope of their respective employment or official capacity, possess all of the Community's rights, privileges, immunities and sovereign immunity from suit, to the same extent as the Community.

SECTION 16 SEVERABILITY

Each provision of this Code shall be separate and independent of the other provisions. If any tribunal of competent jurisdiction finds any provision of this Code to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent possible.