August 26, 2026

VIA EMAIL

Stephen W. Cope, Tribal Chairman
San Pasqual Band of Mission Indians
16400 Kumeyaay Way
Valley Center, CA 92082

Re: San Pasqual Band of Mission Indians' Amended Gaming Ordinance

Dear Chairman Cope:

This letter is to inform you that the San Pasqual Band of Mission Indians' (Band) amended gaming ordinance, enacted by Resolution SP051826-18 on May 18, 2026, and received by the National Indian Gaming Commission (NIGC) on May 27, 2026, is deemed approved by operation of law.

Pursuant to the Indian Gaming Regulatory Act (IGRA), the NIGC Chair has 90 days from the date of submission to either approve or disapprove a gaming ordinance.[1] Any gaming ordinance not acted upon at the end of the 90-day period is considered to have been deemed approved by operation of law but only to the extent such ordinance is consistent with IGRA and NIGC regulations.[2] Because the NIGC Chair position is currently vacant, no action can be taken within the 90-day period. Therefore, the Band's ordinance is approved. In addition, it is the opinion of the Office of General Counsel that the Band's amended ordinance is consistent with IGRA and NIGC regulations.

Thank you for providing the amended gaming ordinance for our review. If you have any questions, please contact NIGC Staff Attorney Josh Proper at joshua.proper@nigc.gov or (202) 632-0294.

Sincerely,

Rea Cisneros
General Counsel (Acting)

[1] 25 U.S.C. § 2710(e).
[2] 25 C.F.R. § 522.10.

IPAI

SAN PASQUAL BAND OF MISSION INDIANS

SAN PASQUAL RESERVATION

RESOLUTION SP051826-18

TRIBAL COUNCIL

Stephen W. Cope
Tribal Chairman

Victoria Diaz
Vice Chair

Lydia Escalante
Secretary-Treasurer

Roberta Cameron
Councilmember

Joyce L. Stein
Councilmember

Resolution of the Business Committee of The San Pasqual Band of Mission Indians Approving an Amendment to the Tribal Gaming Ordinance

WHEREAS, the San Pasqual Band of Mission Indians ("Tribe") is a federally recognized sovereign Indian Tribe, organized pursuant to the Indian Reorganization Act of June 18, 1934, 48 Stat. 984, as amended, 25 U.S.C. § 461 et. seq. and is entitled to all privileges and immunities as such under federal law; and

WHEREAS, pursuant to Article IV, Section 1 of the Tribe's Constitution, the General Council is the governing body of the Tribe; and

WHEREAS, pursuant to Article IV, Section 2 of the Tribal Constitution, the Business Committee shall have the authority to enter into contracts, leases and other arrangements when authorized by the General Council; and

WHEREAS, on April 12, 2015, the General Council adopted Resolution SP041215-02, approving the San Pasqual Tribal Gaming Ordinance (the "Tribal Gaming Ordinance"), which Tribal Gaming Ordinance was approved by the Chairman of the National Indian Gaming Commission ("NIGC") on June 9, 2015; and

WHEREAS, since the enactment of the Tribe's current Gaming Ordinance in 2015, the National Indian Gaming Commission has revised and updated its definitions, regulations and Model Gaming Ordinance several times; and

WHEREAS, the Tribal Gaming Commission, working with the NIGC Office of General Council, has now revised and amended the Tribal Gaming Ordinance to make it consistent with current NIGC requirements; and

WHEREAS, the Tribal Gaming Commission has determined that adoption of the attached Amended and Restated Tribal Gaming Ordinance is in the best interest of the Tribe; and

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WHEREAS, Section 3.2.3 of the Tribal Gaming Ordinance provides as follows:

> 3.2.3 If the National Indian Gaming Commission or the State Gaming Agency should revise or amend any definition or technical standard that is incorporated into this Ordinance, the Tribal Gaming Agency, with the approval of the San Pasqual Business Committee, shall be authorized to amend this Ordinance to make the corresponding revision or amendment to this Ordinance; and

WHEREAS, the San Pasqual Tribal Gaming Commission, by Resolution adopted on May 18, 2026, approved amending the Tribal Gaming Ordinance; and

WHEREAS, the San Pasqual Business Committee, pursuant to the authority granted to it under Section 3.2.3 of the Tribal Gaming Ordinance, wishes to approve the action of the Tribal Gaming Commission in amending the Tribal Gaming Ordinance.

NOW THEREFORE BE IT RESOLVED, by the San Pasqual Business Committee that:

1) The Amended and Restated Tribal Gaming Ordinance, as approved by the San Pasqual Tribal Gaming Commission on May 18, 2026, and as attached to this Resolution, is hereby approved.

2) The Tribal Attorney shall transmit copies of the appropriate resolutions to the National Indian Gaming Commission in order to obtain the approval of this Amended and Restated Tribal Gaming Ordinance by the Chairman of the NIGC.

CERTIFICATION

We the undersigned, the duly elected officers of the San Pasqual Band of Mission Indians, do hereby attest and certify that the forgoing resolution was duly adopted at the meeting of the Business Committee, on the 18th day of May, 2026; at which a legal quorum was present; and by a vote of 4 in favor, 0 opposed, and 1 abstentions.

Stephen W. Cope, Tribal Chairman

Victoria Diaz, Vice Chair

Lydia Escalante, Secretary/Treasurer

Roberta Cameron, Councilmember

Joyce L. Stein, Councilmember

AMENDED AND RESTATED

TRIBAL GAMING ORDINANCE

OF THE

SAN PASQUAL BAND OF MISSION INDIANS

(Amended as of May 2026)

REGULATION OF CLASS II AND CLASS III GAMING

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TRIBAL GAMING ORDINANCE
OF THE
SAN PASQUAL BAND OF MISSION INDIANS

REGULATION OF CLASS II AND CLASS III GAMING

A law to authorize, license and regulate the conduct of Class II and Class III Gaming within the jurisdiction of the SAN PASQUAL BAND OF MISSION INDIANS.

SECTION 1. FINDINGS, INTENT AND POLICY

1.1 **Findings**. The SAN PASQUAL BAND OF MISSION INDIANS ("Tribe" or "Tribal") through its General Council finds that:

1.1.1 Tribal regulation and control of Gaming within the jurisdiction of the Tribe is essential for the protection of public health and welfare of the Tribe and visitors to the Tribal community.

1.1.2 The Tribe has the legal authority to license and regulate all Gaming Activity within the jurisdiction of the Tribe.

1.1.3 Properly licensed and regulated Gaming is in conformance with announced Federal policy promoting Indian self-government and Indian Tribal economic self-sufficiency.

1.1.4 It is essential that the Tribe regulate Gaming in a manner commensurate with applicable Federal, State and Tribal law and policy.

1.1.5 The present needs of the Tribe are not adequately addressed by State and Federal programs including the need for increased employment, training, housing, health care, nutrition, educational opportunities, preservation of culture, social services and community and economic development.

1.1.6 Tribal operation and licensing of Gaming is a legitimate means of generating revenue to address the aforementioned needs and pursuing the Tribe's goals of self-sufficiency and self-determination.

1.1.7 The State of California, in recognition of the Tribe's sovereign right and need for Gaming, has entered into a Tribal-State Compact with the Tribe ("Compact") pursuant to the terms and conditions of the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §§2701 *et seq.* (1988) ("IGRA").

1.1.8 As a result of the foregoing, the adoption of a new and expanded Gaming Ordinance is in the best interest of the Tribe and State.

1.2 **Intent**. The General Council, on behalf of the Tribe, declares that the intent of this Ordinance is to:

1.2.1 Regulate, control, and oversee Gaming within the jurisdiction of the Tribe.

1.2.2 State, declare and otherwise clarify that a License related to Gaming is a revocable privilege, not a right.

1.2.3 Ensure that the operation of tribally regulated Gaming can continue as a means of generating Tribal revenue.

1.2.4 Ensure that Gaming is conducted fairly and honestly by both Licensees and players, and that it remains free from corrupt, incompetent, unconscionable and dishonest practices.

1.2.5 Encourage Tribal economic development and employment opportunities.

1.2.6 Ensure that all Gaming revenue is used for the benefit of the Tribe and its community.

1.2.7 Ensure that the Tribe agrees to resolution of gaming disputes in a fair and impartial forum.

1.2.8 Ensure that Tribal Gaming laws are strictly and fairly enforced upon Persons involved in Gaming Activity within the jurisdiction of the Tribe.

1.3 **Policy**

1.3.1 Tribal Policy of Self-Government. The Tribe is firmly committed to the principle of Tribal self-government. Consistent with Federal policy, Net Revenues received by the Tribe shall be utilized and expended by the General Council by resolution and only for the following purposes:

(1) to fund Tribal government operations or programs.

(2) to provide for the general welfare of the Tribe and its members.

(3) to promote Tribal economic development.

(4) to donate to charitable organizations.

(5) to help to fund operations of local government agencies.

(6) to make per-capita payments to members of the Tribe in accordance with a Revenue Allocation Plan approved by the Secretary of the Interior or his designee.

1.3.2 Tribal Gaming Policy. The establishment, promotion and operation of Gaming is a desirable economic activity, provided that such Gaming is

regulated and controlled by the Tribe pursuant to the Compact authorized by the IGRA, and that the Net Revenues received by the Tribe from Gaming are used exclusively for the benefit of the Tribe.

1.3.3 Tribal Ownership of Gaming Facility. The Tribe shall have sole proprietary interest in and responsibility for the conduct of Gaming Facilities and/or Gaming Operation authorized by this Ordinance.

1.3.4 Tribal Class II Gaming Authorized. Class II Gaming is authorized as defined in the IGRA and by regulations promulgated by the National Indian Gaming Commission ("NIGC").

1.3.5 Tribal Class III Gaming Authorized. Class III Gaming is authorized and permitted only with respect to the games identified pursuant to Section 4.1 of the Compact, and played in accordance within the definitions and scope of the IGRA.

SECTION 2. DEFINITIONS

In this Ordinance, except where otherwise specifically provided or the context otherwise requires, the following terms and expressions shall have the following meanings:

2.1 "**Adjusted Gross Revenues**" means gross revenues less all cash prizes or the aggregate price of merchandise prizes, except in the case of the games of poker. Regarding games of poker, "adjusted gross revenues" means the time buy-ins or tournament fees collected by the Licensee.

2.2 "**Applicant**" means any Person or entity who has applied for a License under the provisions of this Ordinance.

2.3 "**Application**" means a request for the issuance of a License for employment at a Gaming Facility, or for approval of any act or transaction for which approval is required or permitted under the provisions of this Ordinance.

2.4 "**Association**" means representatives from California tribes, the California State Bureau of Gambling Control and the California Gambling Control Commission as established pursuant to Section 2.2 of the Compact.

2.5 "**Bingo**" means the game of chance commonly known as bingo (whether or not electronic, computer or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations, in which the holder of each card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first Person covering a previously designated arrangement of numbers or designations on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip-jars, instant bingo and other games similar to bingo.

2.6 "**Capital Cost**" means any disbursement for personal property, the useful life of which is expected to extend beyond one year.

2.7 "**Cash**" means any currency commonly accepted as legal tender, including but not limited to currency, traveler's checks, credit cards, and electronic debit cards.

2.8 "**Casino**" means an establishment in which one or more Gaming activities or enterprises are operated.

2.9 "**Charitable Gaming Ticket**" means any game piece used in the play of a paper pull tab game, or jar ticket game, or raffle.

2.10 "**Cheating**" means a Person's operating or playing in any game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself or someone in privity with him an advantage over and above the chance of the game.

2.11 "**Class II Gaming**" means those Gaming activities defined as Class II Gaming in the IGRA.

2.12 "**Class III Gaming**" means those Gaming activities defined as Class III Gaming in the IGRA.

2.13 "**Compact**" means the Gaming Compact between the Tribe and the State, as authorized by the Indian Gaming Regulatory Act.

2.14 "**Compensation**" means all wages salaries, perks, bonuses and all other forms of remuneration for services rendered.

2.15 "**Contract**" means any legally binding agreement made between a Licensee and another Person for the purpose of conducting any form of lawful Gaming Activity, or providing goods or services to any lawful Gaming Activity Facility or operation.

2.16 "**Council**" or "**General Council**" means the governing body of the Tribe.

2.17 "**Determination of Suitability**" means a formal finding by the Tribal Gaming Commission or State Gaming Agency that the Applicant or Licensee is suitable to obtain and/or maintain a License.

2.18 "**Employee**" means any person who (a) operates, maintains, repairs, assists in any Gaming Activity, works in, or is in any way responsible for supervising such Gaming Activities or persons who conduct, operate, account for, or supervise any such Gaming Activity, (b) is in a category under federal or Tribal gaming law requiring licensing, (c) is an employee of the Tribal Gaming Commission with access to confidential information, or (d) is a person whose employment duties require or authorize access to areas of the Gaming Facility that are not open to the public.

2.19 "**Enrolled Tribal Member**" means a Person who is enrolled with the Tribe, and whose name appears on the tribal membership roll.

2.20 "**Equipment for Games of Chance**" (see "G**aming Device**").

2.21 "**Executive Director**" is that Person who may be employed by the Tribal Gaming Commission to direct and oversee the day-to-day activities of the Tribal Gaming Agency. The Executive Director shall oversee all departments of the Tribal Gaming Agency and all other employees of the Tribal Gaming Agency. The Executive Director shall act as the administrative and operational supervisor for all Tribal Gaming Agency personnel, and shall have such other responsibilities and perform such other duties as designated by the Tribal Gaming Commission.

2.22 "**Financial Source**" as that term is used in 6.4.6 of the Compact and in this Ordinance, means every Person with whom the Tribe or the Gaming Operation enters into an agreement or Contract for the purpose of extending financing to the Tribe or the Gaming Operation, the proceeds of which are used either directly or indirectly to finance the Gaming Facility or Gaming Operation.

2.23 "**Games of Chance**" means any game or activity, which falls within the definition of Gaming or Gaming Activity.

2.24 "**Gaming**" or "**Gaming Activity**" means any activity, operation or game of chance in which any valuable consideration may be wagered upon the outcome determined by chance, skill, speed, strength or endurance, and in which any valuable prize is awarded to the player so wagering.

2.25 "**Gaming Device**" means a slot machine, including an electronic, electromechanical, electrical, or video device that, for consideration, permits: individual play with or against that device or the participation in any electronic, electromechanical, electrical, or video system to which that device is connected; the playing of games thereon or therewith, including, but not limited to, the playing of facsimiles of games of chance or skill; the possible delivery of, or entitlement by the player to, a prize or something of value as a result of the application of an element of chance; and a method for viewing the outcome, prize won, and other information regarding the playing of games thereon or therewith.

2.26 "**Gaming Enterprise**" means the entities through which the Tribe conducts, regulates and secures gaming on the Tribe's Indian lands within the Tribe's jurisdiction pursuant to the Indian Gaming Regulatory Act.

2.27 "**Gaming Facility**" or "**Gaming Establishment**" means any building, structure, place or location in which Class II or Class III Gaming Activities occur.

2.28 "**Gaming Operation**" means the economic entity that is licensed by the Tribal Gaming Commission, operates the games, receives the revenues, issues the prizes, and pays the expenses. A gaming operation may be operated by the Tribe or a Management Contractor.

2.29 **"Gaming Vendor**" means a "Gaming Resource Supplier" as defined by Section 2.17 of the Compact.

2.30 "**General Manager**" means the Person having management responsibilities for the Gaming Activity, and having to all areas of the Gaming Facility except Surveillance.

2.31 "**Gross Revenues**" means all gaming and non-gaming revenues collected or received by the Gaming Operation.

2.32 "**Immediate Family**" means, with respect to the Person under consideration, a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

2.33 "**Indian Gaming Regulatory Act**" or "**IGRA**" means Public Law 100 497, 102 Stat. 2426, 25 U.S.C. §§2701, *et seq.* (1988), as amended.

2.34 "**Indian Lands**" means "Indian Lands" as defined in Section 2703 (4) of IGRA.

2.35 "**In privity with**" means a relationship involving one who acts jointly with another or as an accessory before the fact to an act committed by the other or as a co conspirator with the other.

2.36 "**IRS**" means the United States Internal Revenue Service.

2.37 "**Key Employee**" means:

2.37.1 Any person who performs one or more of the following functions for the Gaming Operation:

(1) Bingo caller;

(2) Counting room supervisor;

(3) Chief of security;

(4) Floor manager;

(5) Pit boss;

(6) Dealer;

(7) Croupier;

(8) Approver of credit;

(9) Custodian of gaming systems as defined in 25 CFR 547.2 and similar Class III systems, gaming cash or gaming cash equivalents, gaming supplies or gaming system records, including the following:

(a) All cashiers

(b) All purchasing and receiving employees

(c) All warehouse employees

(d) All finance and accounting employees;

(10) Custodian of surveillance systems or surveillance system records.

2.37.2 Any Gaming Operation employee authorized by the Gaming Operation for unescorted access to secured gaming areas designated as secured gaming areas by the Tribal Gaming Commission;

2.37.3 If not otherwise licensed as a Key Employee or Primary Management Official, the four persons most highly compensated by the Gaming Operation.

2.37.4 Any other employee of the Gaming Enterprise documented by the Tribe as a Key Employee.

2.38 "**License**" means the official, legal and revocable permission granted by the Tribal Gaming Commission to an Applicant to conduct "Licensed" Gaming Activities of the Tribe.

2.39 "**Licensee**" means the Employee, Key Employee, Primary Management Official, Financial Source, Vendor, Gaming Operation or Facility that has legitimately obtained a valid License.

2.40 "**Lotto**" means a form of Gaming in which the revenues derived from the sale of tickets or chances are pooled and those revenues or parts thereof allotted by chance to one or more chance takers or ticket purchasers. The amount of cash prizes or winnings is determined by the Licensee conducting the "lottery," and a progressive pool is permitted.

2.41 "**Management Contract**" means any Contract for the management of Class II or Class III Gaming within the meaning of IGRA and any Contract entered between the Tribe and a Vendor, which authorizes the Vendor to manage any Gaming or Gaming Facility, including any Contract defined as a Management Contract under IGRA by the NIGC.

2.42 "**Management Contractor**" means any Person or entity who has entered into a Class II or Class III Gaming Management Contract or is a Vendor who is authorized to manage Gaming or Gaming Facility, including any Person who is deemed to be a Management Contractor within the meaning of IGRA by the NIGC.

2.43 "**National Indian Gaming Commission**" or "**NIGC**" means the National Indian Gaming Commission established by the IGRA.

2.44 "**Net Revenues**" means "Net Revenues" as defined in Section 2703 (9) of IGRA.

2.45 "**Non-Gaming Vendor**" means a Person who, directly or indirectly, does or is deemed likely to supply goods and/or services to the Gaming Operation not related to Gaming Activities.

2.46 "**Ordinance**" means this Tribal Gaming Ordinance of the San Pasqual Band of Mission Indians, as amended.

2.47 "**Participate**" in any Gaming means operating, directing, financing or in any way assisting in the establishment or operation of any class of Gaming or any site at which such Gaming is being conducted, directly or indirectly, whether at the site in Person or off of the Reservation.

2.48 "**Person**" means any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, political entity and any owner, director, officer or employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, the government of the Tribe, any governmental entity of the Tribe or any of the above listed forms of business entities that are wholly owned or operated by the Tribe; provided, however, that the term does not include the Federal Government and any agency thereof.

2.49 "**Player**" means a Person participating in a game with the hope of winning money or other benefit, but does not include a Licensee or any assistant of a Licensee.

2.50 "**Primary Management Official**" means:

2.50.1 Any Person having management responsibility for a management contract.

2.50.2 Any Person who has authority to:

(1) hire and fire employees of the Gaming Operation; or

(2) establish policy for the Gaming Operation or Activities.

2.50.3 The Chief Financial Officer or a position with duties similar to a chief financial officer.

2.50.4 The General Manager or a position with duties similar to a general manager.

2.50.5 Any other employed management official of the Gaming Enterprise documented by the Tribe as a primary management official.

2.51 "**Progressive Gaming**" means any game in which a cash prize which, not being won by any player during any game, is retained and further monetarily enhanced by the Licensee, and offered as a prize to players in the next game.

2.52 "**Pull-tabs, Punchboards and Tip Jars**" means a form of Gaming in which preprinted cards utilizing symbols or numbers in random order which are uncovered by random choice in expectation of cash prizes if prescribed combinations of symbols and numbers are revealed.

2.53 "**Qualified Financial Source**" means a Financial Source that is qualified for registration under California Gaming Regulation CGCC-2.

2.54 "**Raffle**" means a form of Gaming in which each player buys a ticket for a chance to win a prize with the winner determined by a random method. "Raffle" does not include a slot machine.

2.55 "**Reservation**" means lands defined as "Indian Lands" herein.

2.56 "**State**" means the State of California.

2.57 "**State Gaming Agency**" means the "State Gaming Agency" as defined in Section 2.18 of the Compact.

2.58 "**State Gaming Facility Compliance Agent**" means the Person appointed pursuant to Section 6.4.2(d) of the Compact.

2.59 "**Tribal Gaming Commission**" means the Tribe's Gaming Commission described in Section 4 of this Ordinance.

2.60 "**Tribal Court**" means any Court created by the Tribe pursuant to the Tribe's Constitution or any inter-tribal court to which the Tribe has granted jurisdiction over itself.

2.61 "**Tribal Gaming Agency**" means the tribal agency, under the control of the Tribal Gaming Commission, that exercises the civil regulatory authority of the Tribe over the Class II and Class III gaming activities of the Tribe.

2.62 "**Tribe**" means the San Pasqual Band of Mission Indians, including the Authority and any other political subdivision, agency or instrumentality of the Tribe.

2.63 "**Wager**" means a bet made in any Game of Chance.

SECTION 3. GENERAL PROVISIONS

3.1 **Authority**. This Ordinance is enacted pursuant to the sovereign powers of the Tribe pursuant to Article IV, Section 1, of the Tribal Constitution, and pursuant to the powers of the General Council under Article VIII, Section 1 of the Tribal Constitution.

3.2 **Title, Repeal of Prior Laws, Effect of Repeal and Technical Amendments**. This Ordinance may be cited as the San Pasqual Band of Mission Indians Gaming Ordinance or "Tribal Gaming Ordinance".

3.2.1 Any prior tribal gaming ordinances that are in effect as of the date that this Ordinance becomes operative are hereby repealed, and all other laws, or parts thereof, inconsistent with the provisions of this Ordinance are hereby repealed.

3.2.2 Repeal of this Ordinance, or any portion thereof, shall not have the effect of reviving any prior Law, Ordinance, or Resolution theretofore repealed or suspended.

3.2.3 If the National Indian Gaming Commission or the State Gaming Agency should revise or amend any definition or technical standard that is incorporated into this Ordinance, the Tribal Gaming Agency, with the approval of the San Pasqual Business Committee, shall be authorized to amend this Ordinance to make the corresponding revision or amendment to this Ordinance.

3.3 **Construction**. In construing the provisions of this Ordinance, unless the context otherwise requires, the following shall apply:

3.3.1 This Ordinance shall be liberally construed to affect its purpose and to promote substantial justice.

3.3.2 Words in the present tense include the future and past tenses.

3.3.3 Words in the singular number include the plural, and words in the plural number include the singular.

3.3.4 Words of the masculine gender or neuter include masculine and feminine genders and the neuter.

3.4 **Severability**. If any section of this Ordinance is invalidated by a court of competent jurisdiction, the remaining sections shall not be affected thereby.

3.5 **Effective Date**. This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect after the adoption of this Ordinance by the General Council, and the approval by the Chairman of the NIGC.

3.5.1 The Tribal Secretary shall certify the adoption of this Ordinance.

3.6 **Amendments**. This Ordinance may be amended or repealed by majority vote of the General Council; provided, however, that the General Council shall be given at least thirty (30) days written notice of any proposed amendments or proposed repeal.

SECTION 4. TRIBAL GAMING COMMISSION

4.1 **Establishment**. The General Council hereby charters, creates and establishes the San Pasqual Band of Mission Indians Tribal Gaming Commission as a governmental subdivision of the Tribe.

4.1.1 The San Pasqual Band of Mission Indians Tribal Gaming Commission shall be referred to throughout this Ordinance as the Tribal Gaming Commission.

4.2 **Location and Place of Business**.

4.2.1 Principal Place of Business. The Tribal Gaming Commission shall maintain its principal place of business within the boundaries of the Reservation which may include being located within the Gaming Facility.

4.2.2 Other Locations. The Tribal Gaming Commission may, establish other offices in such other locations as the Tribal Gaming Commission may from time to time determine to be in the best interest of the Tribe.

4.3 **Duration**. The Tribal Gaming Commission shall have perpetual existence and succession in its own name, unless dissolved by the General Council pursuant to Tribal law.

4.4 **Attributes**. As a governmental subdivision of the Tribe, the Tribal Gaming Commission shall conduct its affairs on behalf of the Tribe for the sole benefit and interests of the Tribe, its members and the residents of the Reservation.

4.4.1 Arm of Tribe. In carrying out its purposes under this Ordinance, the Tribal Gaming Commission shall function as an arm of the Tribe.

4.4.2 Tribal Actions. Notwithstanding any authority delegated to the Tribal Gaming Commission under this Ordinance, the Tribe reserves the right to bring suit against any Person or entity in its own right, on behalf of the Tribe or on behalf of the Tribal Gaming Commission, whenever the Tribe deems it necessary to protect the sovereignty, rights and interests of the Tribe or the Tribal Gaming Commission.

4.5 **Recognition as a Political Subdivision of the Tribe**. The Tribe, on behalf of the Tribal Gaming Commission, may take all necessary steps to acquire recognition of the Tribal Gaming Commission as a political subdivision of the Tribe, recognized by all branches of the United States Government as having been delegated the right to exercise one or more substantial governmental functions of the Tribe.

4.6 **Sovereign Immunity of the Tribal Gaming Commission**.

4.6.1 Authority. The Tribal Gaming Commission is clothed by Federal and Tribal law with all the privileges and immunities of the Tribe, except as specifically limited by this Ordinance, including sovereign immunity from suit in all State, Federal, or Tribal Courts.

4.6.2 No Waiver. Nothing in this Ordinance shall be deemed or construed to be a waiver of sovereign immunity of the Tribal Gaming Commission from suit, which shall only be waived pursuant to subsection 4.7 below.

4.6.3 Actions by General Council. Notwithstanding any other provision herein, as an entity of the Tribe, the Tribal Gaming Commission's immunity from suit shall at all times be deemed waived for actions initiated by the General Council of the Tribe.

4.7 **Waiver of Sovereign Immunity of the Tribal Gaming Commission**. The sovereign immunity of the Tribal Gaming Commission may be waived only by express resolution of the Tribal Gaming Commission.

4.7.1 Resolution Effecting Waiver. All waivers of sovereign immunity must be preserved with the resolutions of the Tribal Gaming Commission.

4.7.2 Policy on Waiver. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Tribal Gaming Commission.

4.7.3 Limited Nature of Waiver. The Tribal Gaming Commission shall have neither the authority nor the ability to enter into any waiver of sovereign immunity except as to the Tribal Gaming Commission as set forth in this Ordinance. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Tribal Gaming Commission subject thereto, court having jurisdiction pursuant thereto and law applicable thereto. All waivers of immunity issued by the Tribal Gaming Commission shall expressly state that the waiver does not extend to the Tribe or any entity of the Tribe other than the Tribal Gaming Commission.

4.7.4 Limited Effect of Waiver. No express waiver of sovereign immunity issued in accordance with this section shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribal Gaming Commission other than property specifically pledged or assigned, or a consent to suit in respect of any land within the exterior boundaries of the Reservation or a consent to the alienation, attachment or encumbrance of any such land.

4.8 **Sovereign Immunity of the Tribe**. All inherent sovereign rights of the Tribe as a Federally-recognized Indian Tribe, with respect to the existence and activities of the General Council, are hereby expressly reserved, including sovereign immunity from suit in any state, Federal or Tribal court.

4.9 **Assets of the Tribal Gaming Commission**. The Tribal Gaming Commission shall have only those assets specifically assigned to it by the General Council or acquired in its name by the Tribe or by it on its own behalf. No activity of the Tribal Gaming Commission nor any indebtedness incurred by it shall implicate or in any way involve any assets of tribal members or the Tribe not assigned in writing to the Tribal Gaming Commission.

4.10 **Membership**.

4.10.1 Number of Commissioners. The Tribal Gaming Commission shall be comprised of five (5) Tribal Gaming Commissioners. All Commissioners may be eligible for all benefits available to all Tribal employees.

4.10.2 Organization. The Commission will consist of a Chairperson, Vice-Chairperson, Secretary/Treasurer, and two members at large.

(1) The Chairperson shall preside over meetings of the Tribal Gaming Commission.

(2) The Chairperson shall be the agent for service of process for the Tribal Gaming Commission.

(3) The Chairperson shall perform such other functions as are necessary and appropriate to allow the Tribal Gaming Commission to operate efficiently and effectively in accordance with this Ordinance.

(4) The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson.

(5) The Secretary/Treasurer shall be responsible for ensuring all Tribal Gaming Commission meeting minutes are properly recorded and maintained, and for ensuring that an annual budget of the Tribal Gaming Commission is prepared and approved by the Tribal Gaming Commission and reviewed by the General Council.

(6) The members at large shall attend meetings of the Commission and perform duties appropriate and necessary to the efficient conduct of business of the Commission.

(7) All Commissioners are required to attend a minimum of 75% (seventy-five percent) of regularly scheduled Commission meetings. This figure shall be reviewed on a quarterly basis. Should a Commissioner fail to attend 75% of regularly scheduled meetings, absent exigent circumstances, he/she may be suspended under the provisions of this Ordinance and, if determined to be in the best interests of the Tribe, subject to removal from office for cause under the provisions of this ordinance.

4.10.3 Qualifications for Tribal Gaming Commission Positions

(1) Must be Enrolled Tribal Members.

(2) Commissioners must pass a background check pursuant to Section 4.10.5 below.

(3) Cannot be a member of the San Pasqual Business Committee.

(4) Not more than one member of an Immediate Family (as defined in Section 2.31, above) can serve on the Tribal Gaming Commission at one time.

(5) Tribal Gaming Commissioners shall have expertise, experience, education or a combination thereof in one or more of the following areas: gaming, finance, management, legal, business, governmental regulation, and Tribal policy and law.

(6) Tribal Gaming Commissioners shall be at least twenty-five (25) years of age.

(7) Tribal Gaming Commissioners shall complete basic required training within the first two years of their appointment. Such training shall consist of the NIGA Commissioner certification program or an equivalent program.

4.10.4 Date of Appointment. The Business Committee shall appoint Tribal Gaming Commissioners as soon as practically possible following any vacancy in accordance with the Ordinance including Section 4.15.5 below. Tribal Gaming Commissioner appointments shall be made by written resolution adopted at a meeting of the Business Committee at time of the appointment.

4.10.5 Background Check. Prior to the time that any Tribal Gaming Commission member takes office on the Tribal Gaming Commission, the Tribal Gaming Agency shall perform or arrange to have performed a comprehensive background check on each prospective member. No Person shall serve as a Commissioner if:

(1) his/her prior activities, criminal record, if any, or reputation, habits or associations:

(a) pose a threat to the public interest; or

(b) threaten the effective regulation and control of Gaming; or

(c) enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of Gaming; or

(2) he/she has been convicted of or entered a plea of *nolo contendere* to a felony of any jurisdiction or to a misdemeanor involving dishonesty or moral turpitude in any jurisdiction; or

(3) he/she has a direct monetary or financial interest in the conduct of any Gaming Operation or is in privity with a Management Contractor.

4.11 **Term of Office**. Commissioners shall be appointed for a three (3) year term of office, in staggered terms; provided, however, that a Commissioner shall remain in office until either that Commissioner is reappointed or his or her successor is seated. Commissioners may be

reappointed by the Business Committee prior to the expiration of their current term without reapplying for an appointment to the Commission.

4.11.1 Subsequent Appointment of Commissioners. The terms of Commissioners shall be staggered. Commissioners shall be appointed by resolution, and their appointment shall be confirmed by a letter from the Business Committee, which letter shall specify the term the Commissioner is appointed to serve.

4.11.2 Appointment of Officers. The Commissioners shall select from among themselves the Chairperson, Vice-Chairperson, and Secretary/Treasurer.

4.12 **Meetings**.

4.12.1 Regular Meetings. The Tribal Gaming Commission shall meet weekly or as necessary. Nothing in this Ordinance shall prohibit the Commission from authorizing off-site meetings.

4.12.2 Special Meetings. Special meetings may be called at the request of the Chairperson, or by a majority of the Tribal Gaming Commission or by the Executive Director, provided that (i) each Commissioner is provided at least twenty-four (24) hours notice of the special meeting, or (ii) all members of the Commission are present (or present by telephone or other electronic means if so authorized).

4.12.3 Quorum. A quorum for all meetings shall consist of three (3) Commissioners. The Chairperson shall count towards the quorum. Members present by telephone or other electronic means shall count towards a quorum.

4.12.4 Voting. All questions arising in connection with the actions of the Tribal Gaming Commission shall be decided by majority vote of those present at the meeting.

4.13 **Intentionally Omitted**.

4.14 **Compensation of Commissioners**. - The compensation of the Tribal Gaming Commissioners shall be proposed by the Tribal Gaming Commission annually to the Business Committee during review of the proposed Tribal annual budget.

4.15 **Removal of Members or Vacancies**.

4.15.1 Removal/Removal From Office. Members of the Tribal Gaming Commission may be removed for cause by a two-thirds (2/3) vote of the San Pasqual General Council at a special meeting called for that purpose by either the Business Committee or the Tribal Gaming Commission, provided that the member sought to be removed shall be given written notice of the

cause for removal not less than twenty (20) days before the special meeting and is given the opportunity to respond to the charges at the special meeting.

4.15.2 Temporary Suspension. If the Tribal Gaming Commission determines that immediate suspension of a Commissioner is necessary to protect the interests of the Tribe, the other Commissioners may hold a hearing with the Commissioner to suspend the Commissioner temporarily, and the question of permanent removal shall be determined thereafter pursuant to 4.15.1.

4.15.3 Written Record. A written record of all removal proceedings together with the charges and findings thereon shall be kept by the Tribal Secretary.

4.15.4 Removal Final. The decision of the General Council upon the removal of a Commissioner shall be final.

4.15.5 Vacancies. If any Commissioner shall die, resign, be removed or for any reason be unable to serve as a Commissioner during the term of the Commissioner's appointment, the Business Committee shall declare said Commissioner position vacant and shall appoint another Person to fill the vacant position within thirty (30) days of the vacancy. The term of office of any Person appointed to fill a vacancy shall be in accordance with Section 4.11 of this Ordinance. Said appointed Commissioner shall be appointed for the balance of any unexpired term and shall meet the qualifications established by this Ordinance.

4.16 **Conflict of Interest**. No Person shall serve as a Commissioner if he/she or any member of his/her Immediate Family has an ownership, partnership or other direct financial interest, other than a regular salary interest, in any Gaming Operation, or if he/she has any other personal or legal relationship which places him/her in a conflict of interest.

4.17 **Due Process Afforded**. The Tribal Gaming Commission and its members shall take no action to carry out its duties that fails to afford due process and protection of the Tribal and federal rights of the parties and persons involved.

4.18 **Powers of the Tribal Gaming Commission**. In furtherance, but not in limitation, of the Tribal Gaming Commission's purposes and responsibilities, and subject to any restrictions contained in this Ordinance or other applicable law, the Tribal Gaming Commission shall have, and is authorized to exercise by majority vote, the following powers in addition to all powers already conferred by this Ordinance:

4.18.1 To enforce this Ordinance, the IGRA, the Tribal MICS, the Compact, and the regulations of the Tribal Gaming Commission over all Gaming within the jurisdiction of the Tribe, provided that the Tribal Gaming Commission shall not make management decisions as to the day-to-day operations of the Gaming Operation.

4.18.2 To investigate any reported violations of this Ordinance, the Compact, or any other applicable law regarding Gaming within the jurisdiction of the Tribe.

4.18.3 To act as liaison with the NIGC, the California Bureau of Gambling Control and the California Gambling Control Commission.

4.18.4 To publish and distribute copies of this Ordinance and Tribal Gaming Commission regulations or policies and any General Council, Tribal Gaming Commission or Tribal Court decisions regarding Gaming matters.

4.18.5 To make or cause to be made reasonable inspections or investigations as it deems necessary to ensure compliance with this Ordinance. In undertaking such investigations, the Tribal Gaming Commission may request the assistance of Gaming Operation or Gaming Facility employees, Federal and local law enforcement officials, legal counsel and other appropriate third parties.

4.18.6 To arrange for training of Tribal Gaming Commission members and employees, within the training budget approved by the General Council in the annual budget.

4.18.7 To employ such employees (including non-uniformed inspectors) and advisors as it may deem necessary. Advisors may include, but are not limited to, lawyers, accountants, law enforcement specialists and Gaming professionals.

4.18.8 To promulgate rules and regulations, minimum internal control standards, and other enactments to implement and further the provisions of this Ordinance.

4.18.9 To accept, review, approve or disapprove any Application for a License and to grant, deny, suspend or revoke any License in accordance with the requirements of this Ordinance.

4.18.10 To examine under oath, either orally or in writing, in hearings or otherwise, any Person or agent, officer or employee of any Person, or any other witness with respect to any matters related to this Ordinance, and according to the requirements of this Ordinance, including enforcement of Tribal Gaming laws, regulations, and policies, and to compel by subpoena the attendance of witnesses and the production of any books, records, and papers with respect thereto. The Commission may compel any person employed by or doing business with the Gaming Operation to appear before it and to provide such information, document or other material as may be in their possession to assist in any such investigation.

4.18.11 To direct an examination or investigation, according to the requirements of this Ordinance, of the place of business, equipment, facilities, tangible Personal property and the books, records, papers, vouchers, accounts, documents and financial statements of any Gaming operating, or suspected to be operating, within the jurisdiction of the Tribe.

4.18.12 To delegate to an individual member of the Tribal Gaming Commission, such of its functions as may be necessary to administer this ordinance efficiently; provided, that the Tribal Gaming Commission may not re-delegate its power to exercise any of the substantial governmental functions of the Tribe or its power to promulgate rules and regulations; and provided further that the Tribal Gaming Commission may not delegate to any Person the power to permanently revoke a License.

4.18.13 To issue fines and sanctions to the Gaming Facility if it is operating in violation of this Ordinance, and report significant violations of the Compact to the State Gaming Agency.

4.18.14 To use the seal of the Tribal Gaming Commission.

4.18.15 To negotiate or settle any dispute to which it is a party relating to the Tribal Gaming Commission's authorized activities.

4.18.16 To purchase insurance from any stock or mutual company for any property or against any risk or hazard, in accordance with the approved annual budget.

4.18.17 To require the filing of any records, forms, and reports and all other information required by this Ordinance or by applicable law.

4.18.18 To provide for an internal system of record keeping and storage of said records with adequate safeguards for preserving confidentiality as deemed necessary by the Tribal Gaming Commission for retaining records, forms and reports for at least five (5) years.

4.18.19 The Tribal Gaming Commission may waive any fee charged for Licenses or background investigations, if it believes that such a waiver of fees is in the best interest of the Tribe.

4.18.20 To adopt a schedule of fees for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files, and records.

4.18.21 To conduct or arrange for background investigations of all Applicants.

4.18.22 To discipline any Licensee or Person participating in Gaming after affording the individual due process and conducting an investigation that results in a showing of a reasonable likelihood of noncompliance with this Ordinance by said Licensee or Person participating in Gaming, by ordering

immediate compliance with this Ordinance and give notice of the potential for temporary suspension of said License. If necessary and appropriate and after providing adequate notice to said Licensee or Person participating in Gaming, to thereafter issue an order of temporary suspension of any License issued under this Ordinance and in accord with the procedures set forth in this Ordinance.

(1) In exigent circumstances wherein the health or safety of any individual Licensee, patron, Tribal Member, or other is at risk, or where significant financial damage would be likely to occur in the absence of immediate action, to discipline any Licensee or Person participating in Gaming by ordering immediate compliance with this Ordinance, and to simultaneously issue an order of immediate temporary suspension of any License issued under this Ordinance and in accord with the procedures set forth in this Ordinance. In such a case, thereafter to hold a noticed hearing and conduct a complete investigation of said circumstances and Licensee or Person participating in Gaming. Upon completion of the investigation, which shall be conducted and completed within a reasonable time, to issue such findings and orders as appropriate based upon the results of the investigation.

4.18.23 To issue an order of temporary closure of a Gaming Facility in the event the Tribal Gaming Commission determines that immediate closure is necessary to protect public safety and Gaming assets pursuant to the due process and hearings required by this Ordinance.

4.18.24 To become self-regulating whenever the Tribe becomes eligible for a certificate of self-regulation under the IGRA.

4.18.25 To file with the State Gaming Agency a request to be heard on any denial of a Determination of Suitability.

4.18.26 If deemed necessary and appropriate, to ask for the assistance of the State Gaming Agency to carry out the Class III provisions of this Ordinance and to reimburse the State Gaming Agency for any costs that it incurs in the provision of this service.

4.18.27 To assist the Gaming Operation in taking all steps necessary and appropriate to insure the physical safety of all Tribal gaming operations, their Licensees, patrons and employees.

4.18.28 To enact and adhere to its own internal controls including a Conflict of Interest Policy governing Commissioners and Tribal Gaming Commission staff.

4.18.29 To develop policies and procedures consistent with this Ordinance which shall govern the conduct of meetings and hearings of the Tribal Gaming Commission.

4.18.30 At its option, to hire, an Executive Director, and to remove the Executive Director with cause pursuant Section 4.24.

4.18.31 To receive any complaint from an employee of the Gaming Operation or any member of the public who is or claims to be adversely affected by an act or omission of the Gaming Operation or any employee thereof which is asserted to violate this Ordinance or other applicable law, and to take such remedial action as it deems appropriate to bring the Gaming Operation into compliance with such provisions. The Tribal Gaming Commission may for this purpose, in its sole discretion, conduct a hearing and receive evidence with regard to such complaint if it deems an evidentiary proceeding useful in the resolution of such complaint.

4.18.32 Whenever necessary to protect the public interest in the integrity of the Tribal Gaming Operation, to issue any order which the Gaming Commission has the power to issue to the Gaming Operation or to any employee or contractor of the Gaming Operation or to any other person within the jurisdiction of the Tribe, to take any action or cease and desist from any action as may be required to protect the public interest.

4.19 **Limitations on the Powers of the Tribal Gaming Commission**.

4.19.1 The Tribal Gaming Commission shall not regulate the Tribe or any entities of the Tribe engaged in activities other than Gaming Activities.

4.19.2 The Tribal Gaming Commission shall have no jurisdiction over Net Revenues of Gaming once Net Revenues have been distributed to the Tribe or to an entity of the Tribe utilizing funds for non-Gaming Activities.

4.19.3 Individual Commissioners have no authority to act on behalf of the Tribal Gaming Commission without the express authority of the Tribal Gaming Commission as delegated under Section 4.18.15.

4.20 **Annual Budget**. The Tribal Gaming Commission shall prepare an annual operating budget for all Tribal Gaming Commission activities and present it to the Business Committee by October 15 of each year. The annual budget shall include the proposed licensing fees (including the Facility License fee) for the year. The annual budget shall not be effective until approved by the General Council. In the event the annual budget is not approved by the General Council by the beginning of the Tribal Gaming Commission's new fiscal year, the Tribal Gaming Commission may continue to operate under the annual budget for the preceding fiscal year.

4.21 **Tribal Gaming Commission Regulations**.

4.21.1 Tribal Gaming Commission regulations necessary to carry out the orderly performance of its duties and powers shall include, but shall not be limited to, the following:

(1) The Minimum Internal Control Standards ("MICS") as adopted by the Tribal Gaming Commission;

(2) interpretation and application of this Ordinance, as may be necessary to enforce the Tribal Gaming Commission's duties and exercise its powers;

(3) a regulatory system for overseeing Gaming, including accounting, contracting, management and supervision;

(4) the findings of any reports or other information required by or necessary to implement this Ordinance; and

(5) the conduct of inspections, investigations, hearings, enforcement actions and other powers of the Tribal Gaming Commission authorized by this Ordinance.

4.21.2 No regulation of the Tribal Gaming Commission shall be of any force or effect unless it is adopted by the Tribal Gaming Commission by written resolution.

4.22 **Right of Entrance; Bi-Monthly Inspection**. The Tribal Gaming Commission and duly authorized officers and employees of the Tribal Gaming Commission, at any time, may enter upon any premises of any Gaming Facility for the purpose of making inspections and examining the accounts, books, papers and documents of any such Gaming Facility or Licensee. The Gaming Facility staff shall facilitate such inspection or examinations by giving every reasonable aid to the Tribal Gaming Commission, Executive Director, and to any properly authorized officer or employee.

4.23 **Investigation**. The Tribal Gaming Commission, upon complaint or upon its own initiative or whenever it may deem it necessary in the performance of its duties or the exercise of its powers, may investigate and examine the operation and premises of any Person or Licensee within its jurisdiction. In conducting such investigation, the Tribal Gaming Commission shall make no order or final decisions without affording any affected party due process, notice and a hearing unless exigent circumstances exist or to immediately protect the health, welfare and safety of any person.

4.24 **Due Process; Notice; Hearings; Examiner**. The Tribal Gaming Commission shall provide due process and provide notice and a hearing, to the extent required herein, in the administration of its powers and duties hereunder.

4.24.1 No Hearing, Voluntary Resolution. Whenever it shall appear to the satisfaction of the Tribal Gaming Commission that all of the interested parties involved in any proposed hearing have agreed concerning the matter at hand, the Tribal Gaming Commission may dismiss the issue without a hearing.

4.24.2 Notice of Hearing. The Tribal Gaming Commission shall, not less than one (1) day nor more than fifteen (15) days after becoming aware of the event giving rise to the concern, provide a written notice setting forth, with specificity, the issues to be resolved.

4.24.3 Hearing. The Tribal Gaming Commission shall provide the affected parties the right to present oral or written testimony to all people interested therein as determined by the Tribal Gaming Commission.

4.24.4 Examiner. The Tribal Gaming Commission shall act as Examiner for the purpose of holding any hearing, or the Tribal Gaming Commission may appoint the Executive Director or a Person qualified in the law or possessing knowledge or expertise in the subject matter of the hearing to act as Examiner for the purpose of holding any hearing. Any such appointment shall constitute a delegation to such examiner of the powers of the Tribal Gaming Commission under this Ordinance with respect to any such hearing.

4.24.5 Decision. The Examiner shall render a written opinion within 72 hours of the completion of the hearing.

4.24.6 A decision of the Examiner shall be final.

4.25 **Executive Director**. At its option, the Tribal Gaming Commission may select and employ an Executive Director. The Executive Director shall report to the Tribal Gaming Commission.

SECTION 5. GAMING LICENSES

5.1 **Applicability**.

5.1.1 Every Employee, Key Employee, Primary Management Official, Gaming Operation, and Gaming Facility that aids, participates or is related to Gaming is required to have a current and valid License as issued by the Tribal Gaming Commission.

5.1.2 The Tribal Gaming Commission will perform background investigations and issue licenses to Key Employees and Primary Management Officials according to requirements at least as stringent as those in 25 C.F.R. Parts 556 and 558.

5.1.3 Every Gaming Vendor is required to have a current and valid Vendor License as issued by the Tribal Gaming Commission.

5.1.4 Every Non-Gaming Vendor is required to complete a Registration Form as provided by the Tribal Gaming Commission,

5.1.5 Any Financial Source is required to have a current and valid License issued by the Tribal Gaming Commission.

(1) Exemptions: The following lenders, regardless of their relationship to the Tribe, and regardless of whether they would otherwise be considered a Financial Source, are exempt from the Financial Source licensing requirements of this section: federally or state regulated banks, savings and loan or other federally or state regulated lending institutions, any agency of the federal, State or local government; or any investor who, alone or in conjunction with others, holds less than 10% of the outstanding indebtedness evidenced by bonds issued by the Tribe.

5.2 **Application Procedure**.

5.2.1 Submission to Tribal Gaming Commission. An Applicant seeking a License shall submit an Application to the Tribal Gaming Commission on such form as the Tribal Gaming Commission may require.

5.2.2 Privacy Act and False Statement. The application form shall include the following notices:

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

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

(2) False 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).

5.2.3 Submission to State Gaming Agency. To the extent required by the Compact, the Applicant shall also submit an application for a Determination of Suitability along with required releases to the State Gaming Agency.

5.2.4 Key Employees and Primary Management Officials. Each applicant for a Key Employee or Primary Management Official Gaming License shall provide the following information as part of the application process:

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

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

(3) the names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under subparagraph (2) of this subsection;

(4) current business and residence telephone numbers;

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

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

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

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

(9) for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10- years of the date of the application, the name and address of the court involved and the date and disposition;

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

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

(12) a photograph;

(13) any other information the Tribal Gaming Commission deems relevant; and

(14) fingerprints consistent with procedures adopted by the Tribal Gaming Commission under this Ordinance.

5.3 **Review of License Application**. The Tribal Gaming Commission shall thoroughly review and conduct a background investigation for each Tribal Gaming License Application sufficient to make a determination of eligibility as required under this Ordinance. The Tribal Gaming Commission's review and background investigation shall include, but is not limited to the following:

5.3.1 Each Applicant shall submit to Live Scan fingerprinting conducted by the Tribal Gaming Commission.

5.3.2 The Tribal Gaming Commission shall diligently review the information provided in the Tribal Gaming License Application, including, but not limited to, contacting and investigating resources identified in the Tribal Gaming License Application. An authorized Commission official, identified by the Tribal Gaming Commission, shall review an Applicant's prior activities, criminal record (if any), reputation, habits, and associations in order to make an eligibility determination for Key Employees and Primary Management Officials, for purposes of conducting a criminal history check on each Key Employee and Primary Management Official (in addition to the check of the criminal history records information maintained by the Federal Bureau of Investigation, as described below), and the processing, transmission and reporting of information and findings relating to such criminal history checks.

5.3.3 In conducting a background investigation, the Tribal Gaming Commission or its agents shall keep confidential the identity of each person interviewed in the course of the background investigation.

5.4 **Investigative Reports**.

5.4.1 The Tribal Gaming Commission shall create and maintain an investigative report for each background investigation of a primary management official or key employee.

5.4.2 Investigative reports shall include all of the following information:

(1) steps taken in conducting the investigation;

(2) results obtained;

(3) conclusions reached; and

(4) the basis for those conclusions.

5.5 **Eligibility Determinations**.

5.5.1 Before a license is issued to a primary management official or key employee, the Tribal Gaming Commission shall make a finding concerning the eligibility of that person for receiving a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits and associations.

5.5.2 If the Tribal Gaming Commission, in applying the standards adopted in this ordinance, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming, the Commission shall not license that person in a key employee or primary management official position.

5.5.3 Copies of the eligibility determination shall be included with the notice of results that must be submitted to the NIGC before the licensing of a primary management official or key employee.

5.6 **Notice of Results of Background Investigations**.

5.6.1 Before issuing a license to a primary management official or key employee, the Tribal Gaming Commission shall prepare a notice of results of the applicant's background investigation to submit to the NIGC.

5.6.2 The notice of results must be submitted to the NIGC no later than 60 days after the applicant begins working for the Tribe. If required under the Compact, the notice of results shall also be submitted to the California State Bureau of Gambling Control.

5.6.3 The notice of results shall include the following information:

(1) the applicant's name, date of birth and social security number;

(2) the date on which the applicant began, or will begin, working as a primary management official or key employee;

(3) a summary of the information presented in the investigative report, including:

(a) licenses that have previously been denied;

(b) gaming licenses that have been revoked, even if subsequently reinstated;

(c) every known criminal charge brought against the applicant within the last 10 years of the date of the application; and

(d) every felony offense of which the applicant has been convicted or any ongoing prosecution; and

(4) a copy of the eligibility determination made in accordance with Section 5.5.

5.7 **Granting Gaming Licenses**.

5.7.1 All primary management officials and key employees of the Gaming Operation must have a gaming license issued by the Tribal Gaming Commission.

5.7.2 The Tribal Gaming Commission is responsible for granting and issuing gaming licenses to primary management officials and key employees.

5.7.3 The Tribal Gaming Commission may license a primary management official or key employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC, as required by Section 5.6.

5.7.4 The Tribal Gaming Commission shall notify the NIGC of the issuance of a license to a primary management official or key employee within 30 days of issuance.

5.7.5 The Tribe shall not employ an individual in a primary management official or key employee position who does not have a license after 90 days of beginning work at the Gaming Operation.

5.7.6 The Tribal Gaming Commission must reconsider a license application for a primary management official or key employee if it receives a statement of

itemized objections to issuing such a license from the NIGC, and those objections are received within 30 days of the NIGC receiving a notice of results of the applicant's background investigation.

5.7.7 The Tribal Gaming Commission shall take the NIGC's objections into account when reconsidering a license application.

5.7.8 The Tribal Gaming Commission will make the final decision whether to issue a license to an applicant for a primary management official or key employee position.

5.7.9 If the Tribal Gaming Commission has issued a license to a primary management official or key employee before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee, as required by Section 5.9.

5.8 **Denying Gaming Licenses**.

5.8.1 The Tribal Gaming Commission shall not license a primary management official or key employee if an authorized Tribal official determines, in applying the standards in Section 5.6 for making a license eligibility determination, that licensing the person:

(1) poses a threat to the public interest;

(2) poses a threat to the effective regulation of gaming; or

(3) creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.

5.8.2 When the Tribal Gaming Commission does not issue a license to an applicant for a primary management official or key employee position, or revokes a previously issued license after reconsideration, it shall:

(1) notify the NIGC;

(2) in the case of a license denial, forward copies of its eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Record System; and

(3) in the case of a license revocation, forward copies of its license revocation decision to the NIGC for inclusion in the Indian Gaming Individuals Record System..

5.9 **Gaming License Suspensions and Revocations**.

5.9.1 If, after a license is issued to a primary management official or a key employee, the Tribe receives notice from the NIGC that the primary management official or key employee is not eligible for a license, the Tribal Gaming Commission shall do the following:

(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.

5.9.2 Following a revocation hearing, the Tribal Gaming Commission shall decide whether to revoke or reinstate the license at issue.

5.9.3 The Tribal Gaming Commission shall notify the NIGC of its decision to revoke or reinstate a license within 45 days of receiving notification from the NIGC that a primary management official or key employee is not eligible for employment.

5.10 **Records Retention**.

5.10.1 The Tribal Gaming Commission shall retain, for no less than three years from the date a primary management official or key employee is terminated from employment with the Tribe, the following documentation:

(1) application for licensing;

(2) investigative reports; and

(3) eligibility determinations.

5.11 **Authorized Entity for Fingerprint Cards**. The Tribal Gaming Commission may contract with any entity, and authorize such entity to conduct Livescan and/or receive and process fingerprint cards for background investigation purposes, so long as such background investigation shall, at a minimum, include a check of criminal history records maintained by the Federal Bureau of Investigation. The Tribal Gaming Commission, if it chooses not to contract with any other entity, shall designate the NIGC as its authorized entity for receiving and processing fingerprint cards for background investigation purposes, so long as such background investigation, at a minimum, includes a check of criminal history records information maintained by the Federal Bureau of Investigation.

5.12 **Notification and MOU with NIGC**. If the Tribal Gaming Commission chooses to utilize the NIGC pursuant to Section 5.4 above, the Tribal Gaming Commission, shall notify the NIGC of the forwarding of Tribal Gaming License applications to NIGC. Before obtaining and

processing Livescan fingerprints or fingerprint cards for background investigation purposes, the Tribal Gaming Commission shall enter into a Memorandum of Understanding ("MOU") with the NIGC providing that any and all criminal results obtained from the fingerprint cards for background investigation purposes shall be viewed by Tribal government officials only.

5.13 **Scope and Types of Gaming Employee Licenses**.

5.13.1 Key Employee/Primary Management Official Gaming License. Key Employee/Primary Management Official Gaming Licenses are for those Key Employees and Primary Management Officials as defined by this Ordinance.

5.13.2 Non-Key Gaming Employee License. A Non-Key Gaming Employee License is for employees that are not permitted in certain areas of the Gaming Establishment as designated by the Tribal Gaming Commission. A Non-Key Gaming Employee License issued pursuant to this section shall be effective for only the location, job and employer contained in the Application. Non-Key Gaming Employee Licenses will not require the same level of background scrutiny required for Key Gaming Employee Licenses.

5.14 **Temporary Licensing**. Notwithstanding anything herein to the contrary, if the Applicant has completed a License Application, the Tribal Gaming Commission may immediately issue a temporary License if:

5.14.1 the Tribal Gaming Commission has conducted a preliminary, local, background investigation; and

5.14.2 based on the preliminary investigation, the information does not indicate that the Applicant has a criminal history.

5.14.3 temporary licenses may last no longer than 90 days from the date of issuance.

5.15 **License Issuance, Term and Substance**.

5.15.1 Issuance. After the Tribal Gaming Commission has provided the notice of results of the Applicant's background investigation to the NIGC, the Tribal Gaming Commission may issue a license on a conditional or unconditional basis. Within thirty (30) days after the issuance of a Key Employee or Primary Management Official license, the Tribal Gaming Commission shall notify the NIGC of its issuance.

5.15.2 Term. Any License issued pursuant to this section shall be effective for a period of two (2) years from the date of issuance.

5.15.3 Form of License. The License shall state on its face the name of the Applicant, the Tribal Logo, and the license number. It shall also include a photograph of Licensee.

5.16 **License Denial**. Any Application for a License shall be denied if the Tribal Gaming Commission, after an adequate review, determines the Application is incomplete or deficient, or that the employment of the Applicant poses a threat to the Tribe, the public interest, or the effective regulation of gaming, or creates or enhances the danger of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming. If the foregoing determinations about the Applicant are made, no management contractor or Tribal Gaming Operation shall employ the Applicant. An applicant may request a hearing with the Commission to present new evidence of suitability. However, the decision to grant a hearing is at the sole discretion of the Commission. There is no right to a hearing based upon the denial of a license application, except that enrolled tribal members, and lineal descendants of enrolled tribal members, shall have a right to a hearing upon the denial of a license application.

5.17 **Renewals**. A Licensee shall petition to have the License renewed by applying to the Tribal Gaming Commission for a renewal at least thirty (30) days before the License expires. Applicants will be required to provide updated information as requested.

5.18 **Wearing and Display of License**. Licensees are required to wear their License, in plain view at all times, while in the Gaming Facility.

5.19 **License Suspension or Revocation of License**.

5.19.1 Temporary Suspension or Revocation. The Tribal Gaming Commission may suspend or revoke a License, after notice and an opportunity for a hearing pursuant to Section 4.24 herein, for any of the following reasons:

(1) The Licensee withheld pertinent information on the Application;

(2) The Licensee made false statements on the Application;

(3) The Licensee participated in Gaming that was not authorized by any Gaming License or regulatory approvals, and therefore deemed illegal;

(4) The Licensee attempted to bribe a Business Committee member, Commissioner or other Person, in an attempt to avoid or circumvent Tribal law or relevant state or federal law pertaining to gaming on tribal land;

(5) The Licensee offered and/or gave, either directly or through a third party, something of value to a Tribal Gaming Commission member;

(6) The Licensee knowingly promoted, played or participated in any Gaming operated in violation of the laws of the Tribe, Federal law, or the laws of the jurisdiction in which such activities occurred;

(7) The Licensee is knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of Gaming;

(8) The Licensee violated this Ordinance or the rules and regulations of the Tribal Gaming Commission, the IGRA or the Compact;

(9) The Licensee has been convicted or has entered a plea of *nolo contendere* to any crime involving Gaming, fraud, theft, or embezzlement.

(10) The Licensee has refused to comply with any lawful order, inquiry, or directive of the Tribal Gaming Commission, the Federal Government or any court of competent jurisdiction;

(11) The Licensee has been convicted of, or entered a plea of *nolo contendere* to, a crime involving the sale of illegal narcotics or controlled substances;

(12) The Tribal Gaming Commission has come into possession of credible information that casts doubt on the Licensee's suitability to be licensed under this Ordinance.

5.19.2 Procedure for Suspension or Revocation.

(1) Upon reasonable cause that a violation of this Ordinance has occurred, the Tribal Gaming Commission or its designee may either:

(a) undertake an investigation of the Licensee; or

(b) serve upon such Licensee an order to show cause pursuant to Section 4.24.2 as to why the Licensee's License should not be suspended or revoked, or why the Licensee should not be enjoined from conducting Gaming.

(2) Additionally, if the NIGC notifies the Tribe that it has received reliable information indicating that a Key Employee or Primary Management Official is not eligible for employment under 25 C.F.R. §558.2, the Tribal Gaming Commission or its designee shall suspend such license and notify the licensee in writing that his/her license has been suspended and may be revoked. Such notice shall state the reason for the suspension, revocation and/or order, and the time and place for the hearing before the Tribal Gaming Commission pursuant to Section 4.24 herein.

(3) The Licensee shall have an opportunity to present testimony and cross-examine opposing witnesses, and to present any other

evidence as to why a suspension or revocation order or injunction should not be issued.

(4) The hearing shall be set for not less than one (1) day nor more than fifteen (15) days from the date of the notice. The hearing shall be governed in all respects in accordance with Tribal law and Tribal Gaming Commission regulations. Any suspension or revocation decision of the Tribal Gaming Commission after hearing shall be final. The Tribe shall notify NIGC of its decision and provide the NIGC with a copy of the decision.

5.20 **Facility License**. Each Gaming Facility authorized by the Compact and this Ordinance shall be separately licensed by the Tribal Gaming Commission.

5.20.1 A Facility License shall be issued if the following criteria are met:

(1) the Tribal Gaming Commission has determined, based on the reports of qualified inspectors and a review by the Tribal Gaming Commission of all relevant contracts and operational policies and procedures, including safety manuals and intergovernmental agreements relating to environmental protection, health, safety and emergency services, that the Gaming Facility has been constructed and shall be maintained and operated in a manner that adequately protects the environment and the public health and safety.

(2) the construction, expansion, or modification of the Facility shall meet the requirements of the applicable Building and Safety Code.

(3) the construction, expansion or modification of the Facility shall meet the standards of the federal Americans with Disabilities Act.

(4) upon a determination that the building meets all applicable health and safety standards, and upon the inspection that all Gaming controls that are necessary to insure the integrity of the Gaming are in place, the Tribal Gaming Commission shall issue to the Facility a Certificate of Occupancy, which shall be reissued upon similar inspections every two years.

5.20.2 Upon the issuance of a Facility License, the Tribal Gaming Commission shall forward a copy the License to the State Gaming Agency within ten (10) days of issuance, and to the NIGC within thirty (30) days of issuance.

5.20.3 The Facility License shall be posted in a conspicuous and public place in the Facility at all times.

5.21 **State Gaming Agency Licensing**.

5.21.1 Except as provided in Section 5.21.2 below, the Gaming Operation will not employ or contract with any Person whose application to the State Gaming Agency for a determination of suitability has been denied.

5.21.2 Notwithstanding Section 5.21.1, the Gaming Operation may employ a Person whose application for a determination of suitability has been denied by the State Gaming Agency if:

(1) the Person is an Enrolled Member of the Tribe;

(2) the Person holds a valid and current Tribal License;

(3) the denial by the State Gaming Agency is based on reasons that antedate the filing of the Person's initial application to the State Gaming Agency; or

(4) the Person is not an Employee of another Gaming Operation.

5.22 **Miscellaneous Licensing Provisions**. No License shall be sold, lent, assigned or otherwise transferred.

SECTION 6. BANK ACCOUNTS AND RECORDKEEPING

6.1 **Bank Account**. The Gaming Operation shall open one or more bank accounts for the Gaming Operation and/or the Tribe and all receipts of each Gaming Activity shall be deposited in the account.

6.2 **Record Keeping**. Accounting records of the Gaming, Gaming Operation, and Facility shall be kept on a double entry system of accounting, maintaining detailed supporting and subsidiary records. The Gaming Operation shall maintain the following records for not less than three (3) years:

6.2.1 Revenues, expenses, assets, liabilities and equity for each location at which Class II and Class III Gaming is conducted.

6.2.2 Daily cash transactions for Gaming, including but not limited to transactions relating to each Gaming table, game drop box and game room bank.

6.2.3 All markers, IOU's, returned checks, hold checks or other similar credit instruments.

6.2.4 Individual and statistical game records to reflect statistical drop and statistical win for electronic, computer, or other technologically assisted games.

6.2.5 Contracts, correspondence and other transaction documents relating to all Gaming Vendors.

6.2.6 Records of all patron disputes and Tribal Gaming enforcement activities.

6.2.7 All gaming related audits prepared by or on behalf of the Tribe or one of its subdivisions.

6.3 **Audit Requirements**.

6.3.1 The Tribe's Gaming Operation shall be audited not less than annually by an independent certified public accountant. The independent audit shall comply with all requirements of IGRA and the Compact. The certified public accountant shall be selected by the Tribal Gaming Commission, but the costs of the audit shall be borne by the Gaming Operation.

6.3.2 The Tribal Gaming Commission shall provide a copy of an annual independent audit to the Gaming Operation, the Business Committee and the National Indian Gaming Commission.

6.3.3 Each contract between the Gaming Operation and another Person for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of Twenty-five Thousand Dollars ($25,000) annually shall be subject to an independent audit.

6.4 **Notices to the Public**. The Gaming Facility shall post in a conspicuous location near each game an explanation of the rules of play of every game operated or shall otherwise provide the public with such an explanation.

SECTION 7. GAMING OPERATION RESTRICTIONS AND COMPLIANCE

7.1 **Number of Facilities**.

7.1.1 The Tribe may establish and operate not more than two Gaming Facilities, and only on those lands on which Gaming may lawfully be conducted under IGRA.

7.1.2 The Tribe may combine and operate in each Gaming Facility any forms and kinds of Gaming permitted under the Compact, IGRA and this Ordinance.

7.2 **Gaming Device Restrictions**.

7.2.1 Number of Class III Gaming Devices. The Tribe may offer no more than the number of Class III Gaming Devices allowed pursuant to the Compact.

7.2.2 Transferability of Devices. The Gaming Operation, or any Licensee, is prohibited from selling, renting or lending Gaming Devices to any Person without prior written approval of the Tribal Gaming Commission.

7.2.3 Transportation of Devices. Transportation of a Gaming Device to or from the Gaming Facility shall be done in conformity with the requirements of the Compact.

7.3 **Age Restrictions**.

7.3.1 No Person under the age of Eighteen (18) shall be employed by the Gaming Facility, Management Contractor or the Tribal Gaming Commission.

7.3.2 No Person under Twenty-one (21) years of age shall be employed in the full time service of alcoholic beverages at the Gaming Facility.

7.3.3 No Person under the legal age to gamble under State law shall be permitted to place any wager, directly or indirectly, in any Gaming Activity.

7.3.4 No Person under the legal age to gamble under State law shall be permitted in any room in which Gaming is being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

7.4 **Methods of Payment**.

7.4.1 Gaming chips of value may be sold and redeemed by the Gaming Operation and only for full value.

7.4.2 Consideration to participate in Gaming shall be cash only. No other form of consideration shall be allowed unless the Tribal Gaming Commission gives prior written approval.

7.5 **Compliance Requirements**.

7.5.1 Evidence of win or loss incurred by a Player must, upon request, be provided in such form as will be acceptable to the Internal Revenue Service.

7.5.2 The Gaming Operation shall pay all fees and file all reports required by law within the time prescribed.

7.5.3 The Gaming Operation shall respond immediately to all inquiries, subpoenas, or orders of the Tribal Gaming Commission, the NIGC, or, to the extent required by the Compact, the State Gaming Agency.

7.5.4 The Gaming Operation shall make its premises and books and records available for inspection during normal business hours by the Tribal Gaming Commission, the NIGC, or, to the extent required by the Compact, the State Gaming Agency.

7.6 **Miscellaneous**.

7.6.1 The Gaming Operation shall provide adequate security to protect the public while in or about the Gaming Facility.

7.6.2 The Gaming Operation may not discriminate on the basis of sex, race, color, or creed in its employment practices related to Gaming; provided, however, that this provision shall not prohibit the use of a lawful tribal preference policy.

SECTION 8. ENFORCEMENT

8.1 **Jurisdiction**. Except as provided in IGRA, this Ordinance, or the Compact, the Tribal Gaming Commission shall have jurisdiction over all violations of this Ordinance.

8.2 **Prohibited Acts**. In addition to other civil and criminal offenses provided for in this Ordinance, the following acts are prohibited by any Person and subject any violator to the civil or criminal penalties specified herein:

8.2.1 Participating in any Gaming, which is not authorized by this Ordinance.

8.2.2 Knowingly making a false statement in connection with any Contract to participate in any Gaming Activity.

8.2.3 Attempting to bribe any Person participating in any Gaming Activity.

8.2.4 Offering or accepting a loan, financing or other thing of value between a Tribal Gaming Commission member or employee and any Person participating in any Gaming Activity.

8.2.5 Promoting or participating in any illegal Gaming Activity.

8.2.6 Failing to keep sufficient books and records to substantiate receipts, disbursements and expenses incurred or paid from any Gaming Activity authorized pursuant to this Ordinance.

8.2.7 Falsifying any books or records that relate to any transaction connected with any Gaming Activity pursuant to this Ordinance.

8.2.8 Conducting or participating in any Gaming Activity, which results in Cheating.

8.2.9 Allowing participation in Gaming Activity by or with an intoxicated or disorderly Player.

8.2.10 Allowing or participating in the sale of liquor when such sale is prohibited by applicable law.

8.2.11 Accepting consideration other than money, or chips for participation in any Gaming Activity.

8.2.12 Using bogus or counterfeit chips, or to substitute or use any cards or Gaming equipment that has been marked or tampered with.

8.2.13 Employing or possessing any Cheating device or to facilitate Cheating in any Gaming Activity.

8.2.14 Willfully using any fraudulent scheme or technique to change the odds of any Game of Chance.

8.2.15 Soliciting, directly or indirectly, or using inside information on the nature or status of any Gaming Activity for the benefit of an individual.

8.2.16 Tampering with a Gaming Device, attempting to conspire to manipulate the outcome or the payoff of a Gaming Device, or otherwise unlawfully tampering with or interfering with the proper functioning of the machine.

8.2.17 Altering or counterfeiting a Gaming license.

8.2.18 Aiding, abetting, or conspiring with another Person to cause any Person to violate any provision of this Ordinance or any rules and regulations adopted hereunder.

8.2.19 Operating, using or making available to the public any illegal Gaming Device, apparatus, material or equipment.

8.2.20 Selling, holding out for sale or transporting into or out of the jurisdiction of the Tribe any illegal Gaming Device, apparatus, material or equipment.

8.2.21 Assisting or allowing a Person who is under the age of Twenty-one (21) to participate in a Gaming activity.

8.2.22 Possessing any illegal narcotics or controlled substances on any licensed Gaming site.

8.2.23 Stealing or attempting to steal funds or other items of value from any Gaming Facility or from the Tribal Gaming Commission.

8.3 **Cumulative Fines**. All civil fines accruing under this Ordinance shall be cumulative and a suit for the recovery of one fine shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages, nor bar the power of the Tribal Court to punish for contempt, nor bar any criminal prosecution against any officer, director, agent, or employee of any Licensee, or any other Person.

8.4 **Purpose of Civil Penalties**. The civil fines imposed under this Ordinance are intended to be remedial and not punitive and are designed to compensate the Tribe for the damage

done to the peace, security, economy and general welfare of the Tribe and the Reservation, and to compensate the Tribe for costs incurred by the Tribe in enforcing this Ordinance. The civil fines under this Ordinance are also intended to encourage all people to comply with this Ordinance and Tribal Gaming Commission regulations and not to punish such people for violation of such laws and regulations.

8.5 **Civil Action for Penalties**. In enforcing the civil infraction provisions of this Ordinance, the Tribal Gaming Commission shall proceed, in the name of the Tribe, against a Person for violation of such provision by civil complaint in any court of competent jurisdiction, or, if applicable, only in such other forums as the Tribe has agreed to by Contract. The Tribal Gaming Commission in such action shall have the burden of showing, by the preponderance of the evidence, that such Person violated the applicable provision of this Ordinance.

8.6 **Seizure and Forfeiture of Property**. Property utilized in violation of this Ordinance shall be subject to seizure and forfeiture by order of the Tribal Gaming Commission pursuant to such procedures and rules as the Tribal Gaming Commission shall promulgate.

8.7 **Reporting of Offenders**. The Tribal Gaming Commission, upon final conviction of any Person under this subsection, shall report the name of the Person convicted to the State Gaming Agency and NIGC.

SECTION 9. GAMING MANAGEMENT

9.1 **Rules and Regulations for Management**. The Tribal Gaming Commission shall, with the input and suggestions of Primary Management Officials, promulgate rules and regulations or specifications governing the following subjects:

9.1.1 The enforcement of all relevant laws and rules with respect to the Gaming Operation and the Facility;

9.1.2 Ensuring the physical safety of Gaming Operation patrons and Employees;

9.1.3 The physical safeguarding of assets transported to, within, and from the Gaming Facility;

9.1.4 The prevention of illegal activity from occurring within the Gaming Facility including employee procedures and surveillance;

9.1.5 The recording of occurrences that deviate from normal operating policies.

9.1.6 The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or other form of stealing; and

9.1.7 Maintenance of a list of persons barred from the Gaming Facility.

SECTION 10. PROCEDURES FOR RESOLVING DISPUTES BETWEEN THE GAMING PUBLIC AND GAMING MANAGEMENT

10.1 **General Principles**. The Tribe values its customers and intends, at all times, to see that questions, concerns, issues, and/or disputes raised by the gaming public are addressed in a fair and orderly manner.

10.2 **Initial Dispute Resolution Procedure**.

10.2.1 Members of the gaming public who, in the course of their otherwise lawful and proper use of the Tribe's gaming facilities, have questions or concerns about the operation of any Gaming Activity, or who otherwise believe themselves to be aggrieved by some aspect of the operation of any Gaming Activity (but not including a tort claim alleging personal injury or property damage), shall direct their questions, concerns, or disputes (hereinafter collectively "disputes") in the first instance to gaming management at the Gaming Facility, either orally or in writing.

10.2.2 Concerns or disputes shall be raised as soon as reasonably possible after the events giving rise to the dispute occur; however, no dispute may be raised more than ten (10) calendar days after said events take place.

10.2.3 Gaming management shall develop formal written administrative procedures for the processing of patron complaints and disputes, which procedures shall be finalized only after Gaming Commission review and approval. The final procedures shall include the following minimal requirements: Upon learning about a dispute, gaming management shall expediently and informally gather sufficient facts to make an initial determination about the dispute (i.e. whether the dispute has any merit, whether further investigation is required, whether to take any corrective action, etc.). Gaming management shall conduct an investigation, if appropriate and inform the complainant, either orally or in writing, about its initial determination as soon as is reasonably practicable. At that time, if the complainant indicates that he or she has additional concerns or is not satisfied, gaming management shall schedule an informal hearing, if practical and appropriate, and thereafter inform the complainant of its final determination and inform the complainant that if they are dissatisfied with the final determination they may file an appeal with the Tribal Gaming Commission.

10.3 **Formal Dispute Resolution Procedure**.

10.3.1 Complainants who have followed the initial dispute resolution procedure, and who are unsatisfied with gaming management's initial determination, may appeal that determination in writing to the Tribal Gaming Commission no later than five (5) days after being informed about the initial determination.

10.3.2 The Tribal Gaming Commission may investigate the dispute in any manner it chooses. The Commission shall offer the complainant a fair opportunity to be heard in person or through counsel about the dispute, either before or after it makes its own inquiries. The complainant's opportunity to be heard shall take place within thirty (30) days after the Commission receives the complainant's written appeal.

10.3.3 After investigating (if it chooses to do so), and within thirty (30) days after affording the complainant an opportunity to be heard, the Tribal Gaming Commission shall issue a written opinion on the complainant's appeal, and shall mail a copy of the opinion to the complainant at his/her last known address. The decision of the Gaming Commission shall be final.