



May 30, 2018

*Via First Class Mail*

W. Ron Allen, Chairman  
Jamestown S'Klallam Tribe  
1033 Old Blyn Highway  
Sequim, WA 98382

Re: Gaming Ordinance Amendment

Dear Chairman Allen:

This letter responds to your request for the National Indian Gaming Commission to review and approve an amendment to the Jamestown S'Klallam Tribe's Gaming Ordinance. The Tribal Council approved Resolution #09-18 on March 15, 2018. The Gaming Ordinance was completely updated.

Thank you for bringing this amendment to our attention. The amendment is approved as it is consistent with the Indian Gaming Regulatory Act and NIGC regulations. We note that § 7.29.01 of the Gaming Ordinance incorporates by reference the Tribal-State compact. However, this approval does not extend to the Tribal-State compact. Compacts are approved by the Secretary of the Interior, as yours was approved on April 20, 1993, and the most recent amendment was approved on May 29, 2015. If you have any questions, please feel free to contact Senior Attorney Esther Dittler at 202-420-9229.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonodev O. Chaudhuri".

Jonodev O. Chaudhuri  
Chairman

**TITLE 7  
GAMING OPERATIONS**

**Chapters:**

- Chapter 7.01 General Provisions**
- Chapter 7.02 Definitions**
- Chapter 7.03 Ownership, Construction and Operation of Gaming Operation**
- Chapter 7.04 Tribal Gaming Commission and Tribal Gaming Agency**
- Chapter 7.05 Operation of the Tribal Gaming Commission**
- Chapter 7.06 Enforcement and Investigation**
- Chapter 7.07 Sanctions**
- Chapter 7.08 Fines as Liens**
- Chapter 7.09 Exclusion of Persons from Facility**
- Chapter 7.10 Appeal**
- Chapter 7.11 Executive Director of the Tribal Gaming Agency**
- Chapter 7.12 Indian Preference Recruitment Plan**
- Chapter 7.13 Deposit of Funds**
- Chapter 7.14 Checks, Etc.**
- Chapter 7.15 Contracts**
- Chapter 7.16 Fiscal Year**
- Chapter 7.17 Records**
- Chapter 7.18 Audits**
- Chapter 7.19 Dissolution**
- Chapter 7.20 Licenses**
- Chapter 7.21 Personal History Statement**
- Chapter 7.22 Business Disclosure Form**
- Chapter 7.23 Burden on Applicant**
- Chapter 7.24 Applicant Claim of Privilege**
- Chapter 7.25 Types of Licenses**
- Chapter 7.26 Background Investigations**
- Chapter 7.27 Forwarding Licensing Applications and Reports to the National Indian Gaming Commission**
- Chapter 7.28 Gaming Revenues**
- Chapter 7.29 Class III Gaming: Tribal-State Compacts**
- Chapter 7.30 Management of Tribal Gaming; Restrictions**
- Chapter 7.31 Tribal Gaming Commission or Corporation**
- Chapter 7.32 Age Restrictions on Gaming Activities**
- Chapter 7.33 Miscellaneous Provisions**
- Chapter 7.34 Construction and Severability**
- Chapter 7.35 Tribal Sovereign Immunity and Jurisdiction Preserved**
- Chapter 7.36 Codification and Amendments**

**Exhibit A – Memorandum of Understanding Regarding the Dissemination of Criminal History Record Information by the National Indian Gaming Commission**

**Chapter 7.01  
General Provisions**

**Sections:**

**Section 7.01.01 Title**

**Section 7.01.01 Title**

This Title shall be known as the Jamestown S'Klallam Gaming Operations Code.

## Chapter 7.02 Definitions

### Sections:

#### Section 7.02.01 Definitions

##### Section 7.02.01 Definitions

Unless a different meaning is clearly indicated herein, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act, 25 U.S.C. §2701, *et seq.*, and its regulations, 25 C.F.R. Part 500, *et seq.* Nothing herein is intended to grant the federal or any state government any authority beyond what they possess under applicable law.

- A. “Audit” may refer to either a financial audit and/or a compliance audit;
- B. “Bingo” means a game in which prizes are awarded on the basis of designated numbers or symbols on a card conforming to numbers or symbols selected at random and which, for the opportunity to win such prize or prizes, persons are charged some consideration;
- C. “Class I Gaming” means games that are either:
  - 1. Social games solely for prizes of minimal value; or
  - 2. Traditional forms of Indian gaming engaged in by individuals as part of, or in connection with, Tribal ceremonies or celebrations.
- D. “BIA” means the Bureau of Indian Affairs in the U.S. Department of the Interior;
- E. “Class II Gaming” means:
  - 1. The game of chance commonly known as bingo (whether or not electronic, computer, or other technologic aids are used in connection therewith)
    - (a) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations,
    - (b) in which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and
    - (c) 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, and
  - 2. Card games that:
    - (a) are explicitly authorized by the laws of the State, or
    - (b) are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with those laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wagers or pot sizes in such card games.
  - 3. The term “Class II Gaming” does not include:
    - (a) any banking card games, including baccarat, chemin de fer, or blackjack (21), or
    - (b) electronic or electromechanical facsimiles of any game of chance or slot machines of any kind.
- F. “Class III Gaming” means all forms of gaming that are not Class I gaming or Class II gaming;

- G. “Closely Associated Independent Contractor” means any contractor that shares common ownership, officers or directors with any Primary Management Official;
- H. “Compact” means the Tribal-State Compact for Class III Gaming between the Jamestown S’Klallam Tribe and the State of Washington, as amended from time to time;
- I. “Director” means the Executive Director of the Tribal Gaming Agency;
- J. 1. “Electronic, computer or other technologic aid” means any machine or device that:
- (a) Assists a player or the playing of a game;
  - (b) Is not an electronic or electromechanical facsimile; and
  - (c) Is operated according to applicable Federal communications law.
2. Electronic, computer or other technologic aids include, but are not limited to, machines or devices that:
- (a) Broaden the participation levels in a common game;
  - (b) Facilitate communication between and among gaming sites; or
  - (c) Allow a player to play a game with or against other players rather than with or against a machine.
3. Examples of electronic, computer or other technologic aids include pull tab dispenser and/or readers, computers, telephones, cables, televisions, screens, satellites, bingo blowers, electronic player stations, and electronic cards for participants in bingo games;
- K. “Electronic or electro-mechanical facsimile” means a game played in an electronic or electromechanical format that replicates a game of chance by incorporating all of the characteristics of the game, except when, for bingo, lotto, and other games similar to bingo, the electronic or electromechanical format broadens participation by allowing multiple players to play with or against each other rather than with or against a machine;
- L. “Fiscal Year” refers to the accounting period, consisting of twelve (12) months, for which an organization plans the use of its funds;
- M. “Gaming” or “Gambling” means staking or risking something of value upon the outcome of a contest of chance or a future contingent event, not under the person’s control or influence, upon an agreement or understanding that the person, or someone else, will receive something of value in the event of a certain outcome;
- N. “Gaming Activities” means any Class II or Class III gaming conducted by or under the jurisdiction of the Tribe;
- O. “Gaming Agent” means any employee of the Tribal Gaming Agency, each of whom is responsible for implementing this Title and the Compact;
- P. “Gaming Contractor” means any person or entity that supplies gaming devices or other gaming equipment, personnel, or services (including a Management Contract) to the Gaming Operation for any Gaming Activities;

- Q. “Gaming Operation” means each economic entity, or division thereof, engaged in gaming, that is licensed by the Tribe, operates the games, receives the revenues, issues the prizes, and/or pays the expenses. A gaming operation may be operated by the Tribe directly, a tribally owned corporation or enterprise, a third party pursuant to a Management Contract, or, under certain conditions, by another person or other entity. Leasing of video lottery terminal permits pursuant to the Compact does not constitute a Gaming Operation;
- R. “Gaming Facility” or “Gaming Facilities” means the building(s), and specifically the portions thereof, in which Tribally Authorized Gaming is conducted;
- S. “Key Employee” means a person who performs one or more of the following functions: bingo caller, counting room supervisor, chief of security, custodian of gaming supplies or cash, floor manager, pit boss, dealer, croupier, approver of credit, or custodian of gaming devices (including those persons with access to cash and accounting records within such devices). If not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year, and the four most highly compensated persons in the gaming enterprise are included in the definition of key employees. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under, and subject to, the requirements for key employees;
- T. “Management Contract” means any contract, subcontract, or collateral agreement between the Tribe and a contractor and a subcontractor if such contract or agreement provides for the management of all or part of a Gaming Operation;
- U. “Minimum Internal Control Standards (MICS)” means the internal control standards set forth by the NIGC to implement the requirements of IGRA;
- V. “Minor” or “Minors” means a person or persons under eighteen (18) years of age;
- W. “National Indian Gaming Commission” or “NIGC” means the federal commission established pursuant to 25 U.S.C. §2704;
- X. “Net Revenues” mean gross gaming revenues of the Gaming Operations less:
1. Amounts paid out as, or paid for, prizes; and
  2. Total gaming-related operating expenses, excluding management fees;
- The term “Net Revenues” does not include the revenues from the leasing of video lottery terminal permits pursuant to the Compact by the Jamestown S’Klallam Tribe to other tribes;
- Y. “Person” means any natural person, unincorporated association, partnership, corporation, firm, trust, cooperative or other form of business or other entity;
- Z. “Primary Management Official” means the person who has management responsibility for a Management Contract; any person who has authority to hire and fire employees or to set up working policy for the Gaming Operation; or the Chief Financial Officer (“CFO”) or other person who has financial management responsibility. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under, and subject to, the requirements for primary management officials;
- AA. “Reservation” means the reservation of the Jamestown S’Klallam Tribe;
- AB. “State” means the State of Washington;
- AC. “State Gaming Agency” means the Washington State Gambling Commission;

- AD. “Tribal Citizen” means any duly enrolled or adopted member of the Tribe;
- AE. “Tribal Council” means the Tribal Council of the federally recognized Jamestown S’Klallam Tribe;
- AF. “Tribal Court” means the Jamestown S’Klallam Tribal Court that is part of the Northwest Intertribal Court System (“NICS”) located in Lynnwood, Washington;
- AG. “Tribal Gaming Commission (TGC)” means the oversight body for the Tribal Gaming Agency. The TGC is operated by a Board of Commissioners appointed by the Tribal Council;
- AH. “Tribal Gaming Agency (TGA)” means the regulatory body established by this Title to regulate Class II and Class III Gaming;
- AI. “Tribal Lands” or “Indian lands” means:
1. All lands within the limits of the reservation;
  2. Any land, title to which is either held in trust by the United States for the benefit of the Tribe or individual Tribal member or held by the Tribe or individual Tribal member, subject to restriction by the United States against alienation and over which the Tribe exercises governmental power; and
  3. For all lands acquired into trust for the benefit of the Tribe after October 17, 1988, the lands that meet the requirements set forth in 25 U.S.C. §2719;
- AJ. “Tribally Authorized Gaming” means any Class II or Class III Gaming taking place that is licensed by the Tribe or Tribal Gaming Agency and conducted in accordance of with this Title and all other applicable laws; and
- AK. “Tribe” means the Jamestown S’Klallam Tribe.

**Chapter 7.03**  
**Ownership, Construction and Operation of a Gaming Operation**

**Sections:**

**Section 7.03.01 Ownership, Construction and Operation of a Gaming Operation**

**Section 7.03.01 Ownership, Construction and Operation of a Gaming Operation**

A. Ownership. The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Operation authorized by this Title, except to the extent the Tribe may contract with and license a person or entity to own, operate or manage the Gaming Operation pursuant the provisions of IGRA or as otherwise permitted by law. For licensing of any individually owned gaming operation:

1. The gaming operation must be licensed and regulated under an ordinance or resolution approved by the Chairman of the NIGC;
2. Income to the Tribe from an individually owned gaming operation must be used only for the purposes stated in Section 7.28.02;
3. Not less than 60 percent of the net revenues must be income to the Tribe;
4. The owner must pay an assessment to the NIGC pursuant to 25 CFR §514.1;
5. Licensing standards must be at least as restrictive as those established by State law governing similar gaming within the jurisdiction of the surrounding State; and
6. A license must be denied for any person or entity that would not be eligible to receive a State license to conduct the same activity within the jurisdiction of the surrounding State. State law standards shall apply with respect to purpose, entity, pot limits, and hours of operation.

B. Facility Construction and Maintenance. Construction and maintenance of the Gaming Facility and the operation of the Gaming Facility shall be conducted in a manner that adequately protects the environment and the public health and safety. The Tribe shall enforce laws, resolutions, codes, policies, standards or procedures applicable to each Gaming Facility that protect the environment and the public health and safety, including standards under the Compact or other applicable standards. Laws, resolutions, codes, policies, standards or procedures in this area shall cover, at a minimum:

1. Emergency preparedness, including but not limited to fire suppression, law enforcement, and security;
2. Food and potable water;
3. Construction and maintenance;
4. Hazardous materials;
5. Sanitation (both solid waste and wastewater); and
6. Other environmental or public health and safety standards adopted by the Tribe in light of climate, geography, and other local conditions and applicable to its Gaming Facilities, places or locations;



- C. Operation. Except to the extent authorized by an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, Gaming Activities are hereby authorized, provided that they shall only be conducted in Tribally owned, operated and licensed facilities pursuant to this Title. Such activities shall be conducted in accordance with the terms and conditions of any license issued by the Tribe for such purposes, as to each Gaming Facility, before any Gaming Activities may occur therein. Such licenses shall specify the hours of operation, type and scope of Gaming Activities allowed therein, permitted uses of the facility for other activities, rules of conduct for employees and patrons, regulation of alcoholic beverages, food handling and entertainment, and such other matters as the TGA or the Tribal Council may deem necessary to the conduct of Gaming Activities therein.

**Chapter 7.04**  
**Tribal Gaming Commission and**  
**Tribal Gaming Agency**

**Sections:**

**Section 7.04.01 Regulatory Authority and Delegation of Certain Powers**

**Section 7.04.02 Reservation of Powers by the Tribal Council**

**Section 7.04.01 Regulatory Authority and Delegation of Certain Powers**

The Tribal Council shall have primary responsibility for the regulation, control and security of the Class II and Class III Gaming Operations. By adopting this Title, the Tribal Council is delegating certain of its responsibilities and duties to the TGC which is hereby constituted as a regulatory entity of the Tribal government, responsible for oversight of the TGA, both of which are subject to the Tribe's jurisdiction and laws. The TGA is charged with the day-to-day implementation of this Title and any other applicable laws and regulations.

**Section 7.04.02 Reservation of Powers by the Tribal Council**

The Tribal Council reserves for its exclusive exercise the following powers related to the TGC:

- A. Transfer of any real estate or real property into trust to be held by the United States for the Tribe as beneficiary;
- B. Obligation, sale or encumbrance of any real estate or real property held in trust by the United States for the Tribe;
- C. Confirmation of the appointment and/or removal of the TGA Director by the TGC;
- D. Appointment and/or removal of the TGC;
- E. Dissolution and liquidation of the TGA and TGC when they have accomplished their purposes;
- F. Approval of fees and expenses paid to TGC and the compensation of TGA employees;
- G. Approval of any By-Laws proposed by the TGC. If the Council disapproves the proposed By-Laws, as submitted, the Council shall return them to the TGC for revisions with a written statement of the specific reasons for the disapproval; the TGC shall present the By-Laws again to the Council within 20 days of its disapproval. Should the Council fail to approve or disapprove the By-Laws within 30 days of its re-submission to the Council, the By-Laws shall be considered approved;
- H. Approval of the annual report, operating plan, and budget submitted by the TGC;
- I. Approval of the permanent exclusion of Tribal members from a gaming facility for violations of this Title;
- J. Arbiter of conflicts between the TGA/TGC and Gaming Operation over interpretation of the provisions and applicability of the (a) Compact, (b) NIGC rules and regulations, and (c) IGRA to the Tribe and its Class II and III gaming operations. Additionally, the Council shall have the sole authority to seek advisory opinions from non-Tribal regulatory bodies and opinions from outside legal counsel related to such matters; and
- K. Such other powers which have not been granted to the TGA or TGC or that may be reserved specifically to the Tribal Council through any subsequent amendment of this Title.

## **Chapter 7.05**

### **Operation of the Tribal Gaming Commission**

#### **Sections:**

#### **Section 7.05.01 Operation of the TGC**

#### **Section 7.05.02 Powers and Duties of the TGC - General**

#### **Section 7.05.03 Powers and Duties of the TGC - Budgeting and Reporting Requirements**

#### **Section 7.05.04 Powers and Duties of the TGC - Class III Gaming**

#### **Section 7.05.01 Operation of the TGC**

The business and affairs of the TGC shall be managed as follows:

- A. Appointment of TGC Board of Commissioners. The TGC shall be composed of three (3) members, two (2) of whom shall be Tribal Citizens and one of whom may be a Tribal Citizen or a non-Tribal person, all appointed by the Tribal Council. Candidates for vacancies on the TGC may be recommended by the TGC to the Tribal Council for consideration;
- B. Disqualifications for TGC Board of Commissioners. The following persons may not serve on the TGC:
  - 1. Tribal Council members while serving as such;
  - 2. Employees of any Gaming Operation on Tribal Lands;
  - 3. Any persons related to any Gaming Contractor (including any principal thereof or Closely Associated Independent Contractor); or
  - 4. Any persons who would not be eligible to be officials of the Tribe pursuant to the Tribe's Constitution;
- C. Terms of Service for TGC Board of Commissioners. TGC Board of Commission members shall serve three (3) year staggered terms. Nothing in this Title shall preclude any TGC Board of Commissioner from serving for more than one term;
- D. Removal from TGC. TGC Board of Commissioners may only be removed from office before the expiration of their terms by the Tribal Council for neglect of duty, malfeasance or for other good cause shown;
- E. Quorum. Two (2) members of the TGC shall constitute a quorum;
- F. TGC Officers and Duties. The officers of the TGC shall be appointed by the Tribal Council. The Chairman shall preside over meetings of the TGC and the Vice-Chairman shall preside in the absence of the Chairman. The Secretary, assistant secretary, or TGA staff, if so designated by the TGC, shall record in writing the minutes of all TGC meetings and all official actions taken by it. The Treasurer, or assistant Treasurer, or TGA staff if so designated by the TGC, shall account for and provide reports on all receipts and disbursements of the TGC. A TGC member may hold one or more officer positions;
- G. Voting. All actions of the TGC shall be taken by majority vote. The Chairman may vote on any issue;
- H. TGC Meetings. Meetings shall be held at least once per month, at such time and in such location as the TGC may decide by majority vote. Additional meetings shall be held as called by the Chair or by at least two (2) other members. Notice of meetings shall be given in writing, or by other means, as approved by the TGC, to each member at least five (5) business days prior to such

meeting. Meetings may be called at any time, by any means, with unanimous consent of the members;

- I. Compensation for Serving; Reimbursement of Expenses. TGC Board of Commissioners shall be compensated for serving on the TGC at rates to be set by the Tribal Council. Subject to approval by and in accordance with procedures to be adopted by the Tribal Council, members shall be reimbursed for expenses incurred in connection with the performance of their duties and shall receive a stipend for time spent in performance of their duties;
- J. Excess Funds. Funds collected in excess of the funds actually expended in the operation of the TGA at year-end shall be considered surplus revenues and identified separately in a surplus fund account. If so directed by the Tribal Council, funds from the surplus account shall be retained and deducted from the projected revenue requirements for the next budget cycle;
- K. Bonding and Insurance. All TGC Board of Commissioners, the Director, Gaming Agents and others specifically designated by the TGC or the Tribal Council, shall be bonded. All employees of the TGA and the TGC Board of Commissioners are covered under the Tribe's Errors and Omissions Insurance Policy.

### **Section 7.05.02 Powers and Duties of the TGC - General**

The TGC, working through the TGA, shall have the general powers and duties to:

- A. Ensure the provisions of this Title, the Compact and applicable federal and state laws in the Gaming Facility are enforced;
- B. Ensure the physical safety of patrons in the Gaming Facility is being properly addressed by the Gaming Operation;
- C. Ensure the physical safety of personnel employed by the Gaming Facility is being properly addressed by the Gaming Operation;
- D. Ensure the physical safeguarding of assets transported to and from the Gaming Facilities and cashier's cage department is being properly addressed by the Gaming Operation;
- E. Ensure the Gaming Operation is protecting the patrons' and the Gaming Facilities' property from illegal activity;
- F. Ensure that persons that may be involved in illegal acts are temporarily detained, for the purpose of notifying the Clallam County Sheriff's Office law enforcement authorities;
- G. Record, in a permanent and detailed manner, any unusual occurrences, all incidents requiring further review, alleged violations, and investigations occurring within the Gaming Facilities;
- H. Ensure the Gaming Operation adopts appropriate standards of operation and management and internal controls for the Gaming Facilities;
- I. Undertake such other duties as are required by this Title, the Compact, relevant provisions of Washington State statutes and regulations, Federal statutes and regulations and other such duties as the Tribal Council may direct.

### **Section 7.05.03 Powers and Duties of the TGC - Budgeting and Reporting Requirements**

The TGC shall be responsible and accountable to the Tribal Council. To fulfill this duty, it shall:

- A. Present to the Tribal Council the projected annual budget and justification at least thirty (30) days prior to the beginning of the next fiscal year. The justification should include any planned expansion or reduction in the TGC facilities, personnel, or general operations, funds required for

training or the continuance or expansion of operations, personnel, or facilities, or funds to be held in reserve in a capital account for unforeseen contingencies or business set-backs.

The budget must be approved by the Tribal Council before it is implemented. If the Tribal Council disapproves the budget as submitted, the Tribal Council shall return it to the TGC for a revision with a written statement of the specific reasons for the disapproval; the TGC shall present the revised budget and justification again to the Tribal Council within twenty (20) days of its disapproval.

Should the Tribal Council fail to approve or disapprove a budget within thirty (30) days of its submission to the Tribal Council, it shall be considered approved.

- B. File a summary report for the most recently completed fiscal year within thirty (30) days of the end of the fiscal year.
- C. File such further reports as are required by the Tribal Council from time to time. The Tribal Council may, at its discretion, require the TGC to report on a more frequent basis than annually. However, the TGC shall not be required to report on more than a quarterly basis.

#### **Section 7.05.04 Powers and Duties of the TGC - Class II and Class III Gaming**

The TGC, acting through the TGA, shall have the primary responsibility for both the on-site regulation, oversight, and internal MICS auditing of Class II and Class III Gaming Operations authorized by the Tribe and the enforcement of the Compact..

## **Chapter 7.06 Enforcement and Investigation**

### **Sections:**

#### **Section 7.06.01 Enforcement and Investigation**

##### **Section 7.06.01 Enforcement and Investigation**

The TGA, in order to assure the compliance of any Tribally Authorized Gaming with the provisions of applicable laws, codes, Titles, rules and/or regulations:

- A. Shall have free access to all gaming premises, employees, books and records, related specifically to Class II and Class III gaming activities, at any time to inspect, examine and monitor same, including photocopying of relevant materials, and for any purpose related to the performance of its functions under this Title; and
- B. May deny an application for, or suspend or revoke, any license or permit issued by it, for any reason or reasons it deems to be in the Tribal or public interest.

## **Chapter 7.07 Sanctions**

### **Sections:**

#### **Section 7.07.01 Sanctions**

##### **Section 7.07.01 Sanctions**

Every activity relating to the subject matter of this Title, held and/or conducted, or engaged in, within the Reservation or on lands subject to the Tribe's jurisdiction, which is contrary to the provisions of this Title, is hereby prohibited and declared to be unlawful and a public nuisance, the remedy to which shall be an injunction and/or abatement and/or civil fine(s) not to exceed Five Thousand Dollars (\$5,000.00) per day, per violation, and/or cancellation of any license or permit issued to or relating thereto, or all of the above, except where specifically authorized by the TGC, provided such authorization is in full compliance with all applicable laws and regulations.

## **Chapter 7.08**

### **Fines as Liens**

#### **Sections:**

#### **Section 7.08.01 Fines as Liens**

#### **Section 7.08.01 Fines as Liens**

Fines may be established as liens upon specifically described property involved in a violation of this Title, by order of the Tribal Court.



## **Chapter 7.09**

### **Exclusion of Persons from a Gaming Facility**

#### **Sections:**

#### **Section 7.09.01 Exclusion of Persons from a Gaming Facility**

##### **Section 7.09.01 Exclusion of Persons from a Gaming Facility**

- A. Temporary Exclusion. Any Gaming Agent shall have the power and authority to cause the removal and exclusion of any person from any Gaming Facility, and surrounding parking lots thereto, for a period of twenty-four (24) hours, when such person, as determined by the sole discretion of the TGA, is causing a disturbance, acting inappropriately, or is, in any other way, interfering with the orderly conduct of ordinary business within the Gaming Facility and the surrounding parking lots;
- B. Permanent Exclusion. The TGC shall have the power and authority to permanently exclude any person from any Gaming Facility who has caused a serious or repeated disturbance, engages in inappropriate actions, or in any other way has interfered with the orderly conduct of ordinary business within the Gaming Facility through the following procedures:
1. The request for permanent exclusion of a person may be brought only by the Director either at a properly convened meeting of the TGC or through an electronic polling of the TGC. If done at a meeting, the TGC may consider the Director's request in an open or closed meeting, and may or may not, at its complete discretion, allow the person subject to the request, to attend the meeting of the TGC. Except as herein otherwise provided, the decision of the TGC is final, and not subject to review.
  2. When the TGC has determined a person is to be permanently excluded from the Gaming Facilities, TGA shall report that person's name to the Gaming Operation and the Washington State Gambling Agency.
  3. The TGC, or any of the TGA agents, shall notify the person permanently excluded of the TGC's decision in writing, either by personally delivering the notice, by handing it to the person, or by mailing it by certified mail to the person's last known address.
  4. Should the person who has been permanently excluded from any facility be a Tribal Citizen, that person may request that the Tribal Council review the decision of the TGC, which will make its own independent determination. The determination of the Tribal Council shall be final, and not subject to review.

## **Chapter 7.10 Appeal**

### **Sections:**

#### **Section 7.10.01 Appeal**

#### **Section 7.10.01 Appeal**

Any action taken by the TGC under Chapter 7.09 of this Title may be appealed within ten (10) days of receipt of the notice by the affected party. The TGC shall then conduct a public or private hearing, at which the affected party may testify, to determine if the charges will stand. The decision of the TGC shall be final unless appealed to the Tribal Court within five (5) days of the written decision. The imposition of the sanction shall be in full force and effect unless reversed by the Tribal Court.

**Chapter 7.11**  
**Executive Director of the Tribal Gaming Agency**

**Sections:**

**Section 7.11.01 Executive Director of the TGA**

**Section 7.11.01 Executive Director of the TGA**

The TGC shall have the authority to appoint the Director of the TGA, subject to the confirmation of the Tribal Council. The TGC shall provide with their recommendation a training plan, if needed, to address any skill, knowledge and/or expertise deficiency of the proposed appointee. The job opening shall be posted and advertised as set out in the Tribe's Policies and Procedures, including the requirement of Indian Preference. The job announcement for the position of Director shall be cleared with the Tribal Council before it is advertised or posted. The Director shall have responsibility for:

- A. Daily operations of the TGA and for the carrying out of the policies and plans approved by the TGC and the Tribal Council;
- B. Employing, directing, training and discharging all employees under their charge;
- C. Directing purchasing within limits set by the TGC;
- D. Planning and development of the TGA;
- E. Preparing and managing the budget of the TGA;
- F. Making monthly reports to the TGC regarding the TGA's financial performance and regulatory issues;
- G. Providing administrative support to the TGC, as it requests; and
- H. Not less than 30 calendar days before the end of the fiscal year of the TGA, submitting to the TGC an operating plan for the following year.

## **Chapter 7.12 Indian Preference Recruitment Plan**

### **Sections:**

#### **Section 7.12.01 Indian Preference Recruitment Plan**

##### **Section 7.12.01 Indian Preference Recruitment Plan**

It is the policy of the Tribe to encourage first, the employment of qualified Tribal Citizens and second, the members and citizens of other federally recognized Tribes. To that end, the TGC may consider someone who qualifies for Indian Preference for appointment to any open positions at the TGA who may not otherwise be qualified by experience, education or certification, provided the TGC complies with the training plan requirement for such person set out in Section 7.11.01.

## **Chapter 7.13 Deposit of Funds**

### **Sections:**

#### **Section 7.13.01 Deposit of Funds**

##### **Section 7.13.01 Deposit of Funds**

Any funds of the TGC, not otherwise employed, shall be deposited in such banks, trust companies, or other reliable depositories as the TGC may from time to time determine. Each account in any depository selected by the TGC shall be in the name of the TGC or the TGA.

## **Chapter 7.14 Checks, Etc.**

### **Sections:**

#### **Section 7.14.01 Checks, Etc.**

#### **Section 7.14.01 Checks, Etc.**

All checks, drafts, or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the TGA, shall be signed or endorsed by such officers or agents of the TGA, and in such manner as the TGC from time to time may determine.

## **Chapter 7.15**

### **Contracts**

#### **Sections:**

#### **Section 7.15.01 Contracts**

#### **Section 7.15.01 Contracts**

When authorized by the TGC, the Director or other officers or agents of the TGA, may, in the name of, or on behalf of, the TGA and the TGC, enter into such contracts or execute and deliver such instruments as are authorized by the TGC. Such authorization by the TGC may be general or confined to specific transactions.

## **Chapter 7.16 Fiscal Year**

### **Sections:**

#### **Section 7.16.01 Fiscal Year**

#### **Section 7.16.01 Fiscal Year**

The Fiscal Year of the TGC and the TGA is January 1 through December 31. The Fiscal Year of the Tribe is October 1 through September 30.



## **Chapter 7.17 Records**

### **Sections:**

#### **Section 7.17.01 Records**

##### **Section 7.17.01 Records**

There shall be maintained at the principal office of the TGC and the TGA financial books and records of account not otherwise maintained by the Tribe's accounting department, all minutes of the TGC meetings, and copies of other material, books, records, documents and contracts. All such books, records, minutes, documents and contracts shall be made available for inspection at any reasonable time during usual business hours by any member or members of the TGC, for any lawful and proper purpose. Upon leaving office, each member of the TGC and each officer, agent or employee of the TGA, shall turn over to their successor, in good order, such monies, books, records, minutes, writs, documents, contracts or any other property of the TGC or TGA, as have been in the custody of such officer or agent during their term of office.

## **Chapter 7.18**

### **Audits**

#### **Sections:**

#### **Section 7.18.01 Audits**

##### **Section 7.18.01 Audits**

- A. Annual Audits. The TGC shall require the Gaming Operation to secure an annual external financial audit of each Class II and Class III gaming activity by a recognized independent accounting firm. The results thereof shall be reported to the Tribal Council and, to the extent required by law, the NIGC;
  
- B. Contracts - Audit Requirements. All contracts for providing supplies, services, equipment or concessions to any Class II and Class III Gaming Operation for a contract amount in excess of \$25,000.00 annually (except contracts for professional legal or accounting services) shall be subject to independent audits as established in subsection A., above, and such contracts shall so specify;
  
- C. Non-gaming Limitations. Nothing in this subsection shall extend the authority of the TGC or TGA to audit nongaming activities; and
  
- D. Compliance Audits. With the approval of the Tribal Council, the Commission may direct the TGA to undertake an internal review to determine if a Gaming Operation is in compliance with the applicable provisions of the Tribal Code, Federal statutes and regulations, and Washington State laws and regulations related to public health, safety and environmental issues, MICS requirements and provisions of the Compact.

## **Chapter 7.19 Dissolution**

### **Sections:**

#### **Section 7.19.01 Dissolution**

##### **Section 7.19.01 Dissolution**

Provided that there is no Tribally Authorized Gaming taking place on Tribal Lands, the TGC and the TGA may be dissolved by a vote of a four-fifths (4/5) majority of the entire Council. If any member of the Council cannot be present at a meeting or available via another means where such a vote is taken, their vote shall be counted as a vote against dissolution.

Upon winding up and dissolution of the TGC and the TGA, any assets remaining after payment of, or provision for payment of, all debts and liabilities of the Agency and/or the TGC, shall be distributed to the Tribal general account, or to such other Tribal organization duly designated by the Council, so as to insure that the assets of the TGA will be used exclusively to accomplish the general purposes for which the TGA was organized.

## **Chapter 7.20**

### **Licenses**

#### **Sections:**

#### **Section 7.20.01 Licensing Requirements**

##### **Section 7.20.01 Licensing Requirements**

It is the policy of the Tribe that certain Gaming Activities be licensed and controlled so as to protect the morals, good order and welfare of Tribal Citizens and other persons on Tribal Lands and to preserve the honesty, fairness and integrity of such Gaming Activities. Accordingly, no person shall engage in any business activities with, or be an employee of, the Tribe's Gaming Operation on Tribal Lands without obtaining a license as required by this chapter.

Any gaming license, or finding of suitability or approval by the TGA, which is issued, shall be deemed a privilege subject to suspension or revocation. No license shall be issued that would place the TGA in violation of the Compact, IGRA, this Title or of any applicable law or regulation.

The TGA may employ all reasonable means, including the engagement of outside services and investigators and the holding of hearings, to acquire the information necessary to determine whether or not a license should be issued or revoked, if issued. Applicants shall also agree to release all information necessary in order for the TGA to achieve its goals under this Chapter and to furnish such information to the TGA, the NIGC or such other agency as may be required by law.

## **Chapter 7.21**

### **Personal History Statement**

#### **Sections:**

#### **Section 7.21.01 Personal History Statement**

#### **Section 7.21.01 Personal History Statement**

The TGA shall obtain from each primary management official and key employee applicant for employment at the Gaming Facility a form containing the information listed below:

- A. Full name, other names used (oral or written), driver's license number(s), social security number(s), date of birth, age, place of birth, citizenship, gender, physical description and degree of familiarity with all languages (spoken or written); also, a current photograph, current business and residential telephone numbers and all cell phone numbers;
- B. Currently, and for the previous five (5) years, personal residences and phone numbers;
- C. Currently, and for the previous ten (10) years, business and employment positions held, ownership interests in those businesses, business addresses and phone numbers;
- D. Names and current addresses of at least three (3) personal references, including one personal reference who was acquainted with the applicant during each period of residence as listed above;
- E. Description of any existing and previous relationships with Indian tribes, including ownership interests in those businesses;
- F. Description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses and Indian gaming operations particularly, including ownership interests in those businesses;
- G. Names and addresses of any licensing or regulatory agencies with which the person has ever filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- H. For each criminal felony charge 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, of the case;
- I. For each criminal misdemeanor charge for which there is ongoing prosecution or a conviction within ten (10) years of the date of the application (excluding minor traffic violations), the charge, the name and address of the court involved, and the disposition, if any, of the case;
- J. For each criminal charge (excluding minor traffic violations), whether or not there is a conviction of such charge, that occurred within ten (10) years of the application and is not otherwise listed pursuant to subsection H. or I. of this section, the charge, the name and address of the court involved, and the date and disposition, if any, of the charge;
- K. Name and address of any licensing or regulatory agency (Federal, tribal, State, local or foreign) with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- L. Description of any administrative action or finding of civil violations of Gambling laws or regulations;

M. Fingerprints consistent with procedures adopted by the TGA according to 25 C.F.R. § 522.2(h) for gaming employees;

N. Fingerprints for the non-gaming employees of the gaming facility as provided for by the TGA;

O. A Privacy Act Notice worded as follows:

“In compliance with the Privacy Act of 1974 (Pub.L. 93–579, 88 Stat. 1896, enacted December 31, 1974, 5 U.S.C. § 552a), the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed 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 being unable to license you for a primary management official or key employee position.

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

P. A Notice Regarding False Statements worded as follows:

“A false statement on any part of your 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).”; and

Q. Any other information the TGA deems relevant.

## **Chapter 7.22 Business Disclosure Form**

### **Sections:**

#### **Section 7.22.01 Business Disclosure Form**

##### **Section 7.22.01 Business Disclosure Form**

Each business subject to the licensing requirements of this section shall complete a form containing the information listed below:

- A. Name, Principal Address and Contact Name for the business;
- B. Type of Business (sole proprietorship, corporation, etc.);
- C. For each partner in a partnership: Name of Partner - DOB & SSN, Residence Address, and Name of Spouse and their DOB & SSN;
- D. Description of goods/services to be provided to gaming operation;
- E. References for similar goods/services;
- F. Other companies for which they have provided goods/services in the gaming industry;
- G. All Indian nations with which business has been, or is being, conducted;
- H. All agencies that have granted the business a license/permit/authorization to supply equipment/goods/services to gaming operations;
- I. Information on whether a gaming license, permit or authorization has been revoked or suspended by any federal, state or Tribal government;
- J. Whether the business, business owner(s), or if a corporation, its officers, directors, or any holder of more than five percent (5%) of the voting stock, has ever been involved in any criminal or civil action, and if yes, a letter of explanation;
- K. For a corporation: Corporation Name, Address, Trade Name, Total Stock, Total Issued Shares; For the President or Chief Executive Officer, Treasurer, Chairperson of the corporation board, and Stockholders with 10% or more of the voting stock: Name, Address, SSN, Shares Owned, Percentage of Ownership, and Date Acquired;
- L. A declaration by the President or Chief Executive Officer, General Partner, or Sole Proprietor, as applicable, as to the accuracy and truthfulness of the information on the form;
- M. A Privacy Act Notice as contained in Section 7.21.01O. of this Title;
- N. A Notice Regarding False Statements as contained in Section 7.21.01P. of this Title; and
- O. Any other information the TGA deems relevant.

## **Chapter 7.23 Burden on Applicant**

### **Sections:**

#### **Section 7.23.01 Burden on Applicant**

#### **Section 7.23.01 Burden on Applicant**

The burden of proving an applicant's qualification to receive any license is at all times on the applicant. Applicants must accept any risk of adverse public notice, embarrassment or other action which may result from the application process and expressly waive any claim for damages as a result thereof.



## **Chapter 7.24 Applicant Claim of Privilege**

### **Sections:**

#### **Section 7.24.01 Applicant Claim of Privilege**

##### **Section 7.24.01 Applicant Claim of Privilege**

An applicant may claim any privilege afforded by law in connection with a gaming license application or investigation, but a claim of privilege with respect to any testimony or evidence pertaining thereto may constitute sufficient grounds for denial, suspension or revocation.

## **Chapter 7.25 Types of Licenses**

### **Sections:**

#### **Section 7.25.01 Types of Licenses**

##### **Section 7.25.01 Types of Licenses**

Three classes of licenses may be issued to persons associated with the Gaming Operation.

- A. Class A License. A Class A license is required for:
1. A , Primary Management Official, Key Employee, Closely Associated Independent Contractor, Management Contract contractor, or other individual or entity with influence over the management or operation of the gaming operation;
  2. A Class II or III Gaming Operation employee employed in the operation or management of the Gaming Operation and whose employment duties require or authorize access to restricted areas of the Gaming Operation, and any Gaming Contractor; and
  3. Any party who extends or intends to extend financing, directly or indirectly, to a Gaming Facility or Gaming Operation. Notwithstanding the foregoing, this licensing requirement does not apply to financing provided by a federally regulated commercial lending institution, the Tribe or the federal government. Federally regulated commercial lending institutions are those regulated by the Securities and Exchange Commission, the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the United States Federal Reserve System, the National Credit Union Administration, and the Washington State Department of Financial Institutions.

The completed license application (which will be a Personal History Statement or Business Disclosure Form, as applicable) shall be used by the TGA to conduct, or cause to be conducted, a background investigation to determine if such person or entity has: (a) any criminal record, including violent crimes against a person, or any reputation, prior activities, habits or associations which might pose a threat to the public interest or to the effective regulation of gaming; and (b) anything else in their background which might create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming.

- B. Class B License. Persons who are not among those identified in subsection A., above, but are to be employed at a Gaming Facility on Tribal Lands in some other capacity, such as in non-gaming related activities, shall be required to obtain a Class B license from the TGA. Such persons must establish that they have not been convicted of a crime, or engaged in any activity which would render such person a danger to the safety or integrity of the gaming activity or the safety or property of the Tribe, a Tribal Citizen, a gaming operation employee or patron, or a member of the public.
- C. Class C License. Minors employed at a gaming facility on Tribal Lands may be issued a Class C license which will entitle them to work in any position for which a Class B license is required for adults and not otherwise prohibited by this Title or other applicable law. Prior to issuance of a Class C license, such minors shall be determined by the TGA to pose no threat to the safety or integrity of the gaming activity or the safety or property of the Tribe, a Tribal Citizen, a Gaming Operation employee or patron, or a member of the public.

Each Class C license shall be valid for no more than one (1) year at a time and shall be revoked upon the minor's reaching the age of eighteen (18), at which time either a Class A or B license, as applicable, will be required. Minors shall not be employed as dealers or otherwise allowed to operate or supervise the operations of games, or to serve liquor.

## **Chapter 7.26 Background Investigations**

### **Sections:**

#### **Section 7.26.01 Background Investigations**

#### **Section 7.26.02 Fingerprints**

#### **Section 7.26.01 Background Investigations**

The TGA shall conduct, or cause to be conducted, a background investigation for each primary management official and key employee of the gaming operation sufficient to make a determination of their eligibility to receive a license by an applicant as required under this Title. This investigation shall be based on the information provided by the applicant in the Personal History Statement or Business Disclosure Form, as applicable, provided to the TGA.

In conducting the background investigation, the TGA or its agent(s) shall promise to keep confidential the identity of each person interviewed in the course of the investigation. The TGA reserves the right, at any time, to request additional information either prior to, during, or subsequent to any background investigation.

#### **Section 7.26.02 Fingerprints**

Fingerprints shall be taken by the TGA]. Fingerprints will then be forwarded to the NIGC for processing through the Federal Bureau of Investigation (“FBI”) and the National Criminal Information Center to determine the applicant’s criminal history, if any. The NIGC and the Tribe operate under a memorandum of understanding (“MOU”), as amended from time-to-time, related to fingerprinting activities. The current version of the MOU is set out in Exhibit A to this Title. It contains the privacy statement which must be given to those individuals who are being fingerprinted by the TGA as applicants for employment by the Gaming Operation.

**Chapter 7.27**  
**Forwarding Licensing Applications and Reports to National Indian Gaming Commission**

**Sections:**

**Section 7.27.01 Forwarding Licensing Applications and Reports to NIGC**

**Section 7.27.02 Eligibility Determination**

**Section 7.27.03 Granting a Gaming License**

**Section 7.27.04 Temporary Licenses**

**Section 7.27.05 License Renewal**

**Section 7.27.06 License Fees**

**Section 7.27.07 Ethical Standards**

**Section 7.27.08 License Determinations Appeals**

**Section 7.27.09 License Suspension, Revocation or Reinstatement**

**Section 7.27.10 Facilities Licenses**

**Section 7.27.11 Penalties and Sanctions for Failure to Comply with Regulations or Agency Requirements**

**Section 7.27.01 Forwarding Licensing Applications and Reports to NIGC**

A. On or before the date any Key Employee or Primary Management Official is employed by a Gaming Operation authorized under this Title, the TGA shall forward to the NIGC the applicant's completed Personal History Statement and the TGA's investigative report. The investigative report shall include the following information:

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

B. Prior to issuing a license to a Primary Management Official or Key Employee, the TGA shall forward to the NIGC, together with a copy of the eligibility determination made under this Chapter, an investigative report on each background investigation. The investigative report on each background investigation shall be forwarded to the NIGC within sixty (60) days after the employee begins work. This notice of results (NOR) of the background investigation shall contain the following information:

1. Applicant's name, date of birth, and social security number;
2. Date on which applicant began or will begin work as key employee or primary management official;
3. A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
  - (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 application; and

- (d) Every felony of which the applicant has been convicted or any ongoing prosecution.
4. A copy of the eligibility determination made under 25 CFR §556.5.

The Gaming Operation shall not employ or continue to employ any person as a Key Employee or Primary Management Official who does not have a license within ninety (90) days of beginning work.

- C. The TGA shall provide to the NIGC, or other appropriate agency, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to Key Employees and Primary Management Officials, the TGA shall retain the applications for licensing, investigative reports, eligibility determinations, Personal History Statements and other reports (if any) of background investigations for inspection by the Chair of the NIGC or their designee for no less than three (3) years after the date of termination of employment; and
- D. If a license is not issued to an applicant, the TGA shall notify the NIGC and shall forward copies of its eligibility determination, investigative report (if any), and notice of results to the NIGC for inclusion in the Indian Gaming Individuals Record System.

#### **Section 7.27.02 Eligibility Determination**

The TGA shall review the results of the background check, criminal record, if any, and prior activities, reputation, habits and associations to make a finding concerning the eligibility of an applicant for granting of a gaming license in a Gaming Operation. If the TGA determines that granting of a gaming license to the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the TGA shall not license that person for employment in a Key Employee or Primary Management Official position; and further, the Tribal Gaming Operation shall not employ the person in any other position for which a license is required, except as specifically provided by the TGA.

#### **Section 7.27.03 Granting a Gaming License**

- A. If, within a thirty (30) day period after the NIGC receives a report as required under subsection C. of Section 7.27.01, above, the NIGC notifies the TGA that it has no objection to the issuance of a license pursuant to the license application filed for a Key Employee or Primary Management Official for whom the TGA has provided an application and investigative report, the TGA may issue the license, and notify the NIGC of such issuance, which must be done within (30) days of the date of the issuance;
- B. The TGA shall provide any additional information requested by the Chair of the NIGC concerning a Key Employee or Primary Management Official who is the subject of a report as required under this subsection. An NIGC request for additional information shall suspend the thirty (30) day period under subsection A., above, until the Chair of the NIGC receives the additional information;
- C. If, within the thirty (30) day period after which the NOR was submitted to the NIGC by the TGA, the NIGC provides a statement itemizing objections to issuance of a license to a Key Employee or Primary Management Official, the TGA shall reconsider the application, taking into account such objections. The TGA retains the right to make the final determination whether to issue the license to such applicant; and
- D. The TGA may issue a temporary license, pursuant to Section 7.27.04, below, if, after reviewing an applicant's criminal history, they are determined suitable for employment under this Title.
- E. When the Gaming Facility employs a Primary Management Official or a Key Employee, it shall maintain a complete application file, for each such person, containing the information listed under 25 CFR §556.4(a)(1) through (14).

#### **Section 7.27.04 Temporary Licenses**

Pending completion of an investigation for a license, temporary licenses may be issued by the TGA if, in its sole discretion, it deems it appropriate to do so. Such licenses shall permit the licensee to engage in such activities, pursuant to such terms and conditions as specified by the TGA, in its sole discretion as are required. Such temporary licenses shall expire ninety (90) days from date of issuance, upon issuance of a permanent license, or until an earlier specified expiration date, whichever occurs first.

#### **Section 7.27.05 License Renewal**

Class B licenses, unless otherwise exempted by the TGA, shall be subject to renewal every three (3) years and may be revoked or suspended upon the occurrence of any act which, had it been known during the application process, would have tended to disqualify such person for such a license. Class A and Class C licenses shall be subject to renewal every year.

#### **Section 7.27.06 License Fees**

All persons applying for a license shall agree to pay all applicable license fees and costs when due, including a reasonable deposit for costs for the gathering of information and investigation in connection with the license application. Applicants may be required to pay all fees and costs incurred in obtaining information prior to beginning processing of the application. At the discretion of the Tribal Council, members of the TGA may be exempted from any license fees or costs. An estimate of such costs shall be provided to applicants upon request.

#### **Section 7.27.07 Ethical Standards**

All persons employed by or associated with any gaming activity on Tribal Lands shall conduct themselves with honesty, integrity, and with such decorum and manners as may be necessary to reflect positively on the Tribe, its citizens and the gaming activity involved. Any failure to abide by such standards, or any violation of any rule, Tribal Code Title, custom or tradition of the Tribe, or other applicable laws and regulations on the Tribal Lands, or in the gaming activity, or the terms or conditions of the license, may be grounds for immediate suspension or revocation of any license issued hereunder.

#### **Section 7.27.08 License Determinations Appeals**

All decisions of the TGA regarding the issuance of licenses shall be considered final and effective when issued, provided however, that within fifteen (15) days of receipt of the written decision disallowing issuance of a license, an applicant may file a petition for reconsideration with the TGA.

Any Tribal Citizen who is denied a license by the TGA may, within thirty (30) days of receiving written notice of such denial, appeal the denial to first, the TGC, second, the Tribal Council and third, the Tribal Court. Each of these bodies shall have the power to reverse the decision of the TGA and order that such license be issued, provided that no such license shall be issued for more than one (1) year, subject to the renewal procedures set forth herein, and provided further that no order of the TGC, Tribal Council or Tribal Court that a license be issued shall be valid if such issuance would place the TGA in violation of any provisions of the Compact, or of any applicable law.

#### **Section 7.27.09 License Suspension, Revocation or Reinstatement**

- A. If, after issuance of a gaming license, the TGA receives reliable information from the NIGC or other credible sources indicating that a Key Employee or a Primary Management Official is not qualified for employment under the eligibility criteria established in this Title, the TGA shall immediately suspend the license and shall notify the licensee in writing of the license suspension and proposed revocation;
- B. The right to a hearing under this section shall only vest upon receipt of a license granted under this Title. The TGA shall notify the licensee of a time and place for the hearing on the proposed revocation of the suspended license, at which time the affected party may testify; and
- C. After the revocation hearing, the TGA shall determine whether to revoke or to reinstate the suspended gaming license. For actions taken in response to information provided by the NIGC, the

TGA shall notify the NIGC of its decision on any revocation action within (45) forty-five days of receiving notification from the NIGC.

### **Section 7.27.10 Facilities Licenses**

A. **New Facilities.** Before Gaming Activities can be conducted therein, the TGA shall inspect and license each place, facility, or location where Gaming Activities will be conducted in accordance with this Title and any requirements of IGRA. The TGA shall submit to the NIGC a notice that a facility license is under consideration for issuance at least 120 days before the opening of any new Gaming Facility on the Tribe's Indian Lands where Class II or III gaming will occur. The notice shall contain the following:

1. The name and address of the property;
2. A legal description of the property;
3. The tract number for the property as assigned by the BIA, Office of Land Title and Records, if any;
4. If not maintained by the BIA, a copy of the trust or other deed(s) to the property or an explanation as to why such documentation does not exist; and
5. If not maintained by the BIA, documentation of the property's ownership.

The Tribe does not need to submit to the NIGC a notice that a facility license is under consideration when such issuance is for occasional charitable events lasting not more than a week.

B. **Existing Facilities.** Gaming Facilities in which Gaming Activities were taking place on the date this Title was originally adopted shall be deemed to have qualified for and be operating under such a license upon the date of adoption of this Title.

C. **Notice.** The TGA shall provide a copy of each newly issued facility license to the NIGC within 30 days of issuance.

D. **Content of submission.** The TGA shall submit to the NIGC, with each new facility license, the following:

1. An attestation certifying that by issuing the facility license:
  - (a) The Tribe has identified, adopted and enforces the environmental and public health and safety laws, resolutions, codes, policies, standards or procedures applicable to its Gaming Facility;
  - (b) The Tribe is (i) in compliance with those laws, resolutions, codes, policies, standards, or procedures, or, (ii) if not in compliance with any or all of the same, the Tribe will identify those with which it is not in compliance, and will adopt and submit its written plan for the specific action it will take, within a period not to exceed six (6) months, to meet its compliance requirements. At the successful completion of such written plan, or at the expiration of the period allowed for its completion, the Tribe shall report the status thereof to the NIGC. In the event that the tribe estimates that action for compliance will exceed six (6) months, the Tribe may request an extension of the time period; and
  - (c) The Tribe is ensuring that the construction, renovation and maintenance of the Gaming Facility, and the operation of the Gaming Operation are conducted in a manner which adequately protects the environment and public health and safety.

2. A document listing all laws, resolutions, codes, policies, standards or procedures identified by the Tribe as applicable to its Gaming Facilities, other than Federal laws, in the following areas:
    - (a) Emergency preparedness, including but not limited to fire suppression, law enforcement, and security;
    - (b) Food and potable water;
    - (c) Construction and maintenance;
    - (d) Hazardous materials;
    - (e) Sanitation (both solid waste and wastewater); and
    - (f) Other environmental or public health and safety laws, resolutions, codes, policies, standards or procedures adopted by the Tribe in light of climatic, geographic, and other local conditions and which are applicable to its gaming places, facilities, or locations.
- E. Notification. The TGA must notify the NIGC within thirty (30) days if a facility license is terminated or if a Gaming Facility closes or reopens.

**Section 7.27.11 Penalties and Sanctions for Failure to Comply with Regulations or Agency Requirements**

Upon approval by the TGC, any person or entity failing to comply with any of the provisions of this Title, or regulations adopted pursuant to it, shall be denied a license or have its license revoked if a license has already been issued. In case of a revocation, the revocation shall take effect ninety (90) days after it is issued by the TGA. The TGA may withdraw the revocation when it is satisfied the entity is in compliance with all regulations and requirements. The TGA may also assess a civil penalty of up to five thousand dollars (\$5,000.00) for failure to comply with this Title and TGA regulations and requirements.



## **Chapter 7.28 Gaming Revenues**

### **Sections:**

#### **Section 7.28.01 Gaming Revenues as Tribal Property**

#### **Section 7.28.02 Use of Gaming Revenues**

#### **Section 7.28.01 Gaming Revenues as Tribal Property**

Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all revenues generated from any Class II or Class III gaming activity are the property of the Tribe. Any profits or net revenues from activities within gaming facilities shall be deposited into the Tribe's general treasury or such other Tribal account as the Tribe shall determine (which will include Gaming Operations accounts needed for expansion etc.). No Tribal Citizen shall be deemed to have any interest therein, provided that the Tribal Council, in its sole discretion, may adopt rules for distributing gaming proceeds to citizens on a per capita basis provided such plan meets the requirements of IGRA, 25 U.S.C. § 2710(b)(3). Once gaming revenues become part of the Tribe's treasury, the revenues shall lose any identity as gaming revenues except to the extent necessary to comply with applicable law.

#### **Section 7.28.02 Use of Gaming Revenues**

Net revenues from gaming activities are not to be used for purposes other than:

- A. To fund Tribal government operations or programs;
- B. To provide for the general welfare of the Tribe and its citizens;
- C. To promote Tribal economic development;
- D. To donate to charitable organizations; or
- E. To help fund operations of local, non-Tribal, government agencies, including law enforcement.

**Chapter 7.29**  
**Class III Gaming: Tribal-State Compacts**

**Sections:**

**Section 7.29.01 Class III Gaming: Tribal-State Compacts**

**Section 7.29.01 Class III Gaming: Tribal-State Compacts**

Class III gaming shall be conducted on Tribal Lands in compliance with the Compact and as provided for by IGRA. All negotiations for any amendment to the Compact shall be conducted through the Tribal Council, or their designee, with the advice and recommendation of the TGC, TGA, and Gaming Operations management and shall be finalized in accordance with Tribal law. To the extent any provision of a Compact is inconsistent with the provisions of this Title, such Compact provision shall prevail and shall be deemed incorporated by reference herein. The Compact is attached as Exhibit B to this Title.

## **Chapter 7.30 Management of Tribal Gaming; Restrictions**

### **Sections:**

#### **Section 7.30.01 Management of Tribal Gaming**

#### **Section 7.30.02 Restrictions**

#### **Section 7.30.01 Management of Tribal Gaming**

Nothing herein shall prevent the Tribe from entering into Management Contracts or other agreements with any person or entity for the management or operation of any game otherwise authorized under this Title, so long as such agreement is in compliance with applicable law. Further:

- A. Any Management Contract entered into by the Tribal Council for the management of Class II or Class III Gaming Activities must be submitted to the NIGC for approval;
- B. Any references to Management Contracts shall be considered to include all collateral agreements to such contract or agreement that relate to the Gaming Activity; and
- C. No Management Contract shall be effective unless it is entered into pursuant to express written authority granted under a valid Tribal Council Resolution or Tribal Code Title. The Tribal Council shall specifically approve any Management Contract prior to its submission to the NIGC or another governmental entity for approval.

#### **Section 7.30.02 Restrictions**

No elected official or employee of the Tribe, including those serving on the TGC, those employed by the TGA or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for, any Management Contract or other such agreement entered into pursuant to IGRA, nor shall such elected official serve on the TGC or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation, or 10% or more of the beneficial interest in any partnership, trust, or other entity, or in the case of any entity having thirty-five (35) or less owners, shareholders, partners or beneficiaries, any interest in any such corporation, partnership, trust or other entity, having a financial interest in, or management responsibility for, such contract, or any interest in any entity.

## **Chapter 7.31 Tribal Gaming Corporation**

### **Sections:**

#### **Section 7.31.01 Tribal Gaming Corporation**

##### **Section 7.31.01 Tribal Gaming Corporation**

Nothing in this Title shall be interpreted to prevent the Tribe (through the Tribal Council), in its sole discretion, from delegating authority to one or more subordinate Tribal corporations, to manage and operate a Tribal gaming facility, so long as the enterprises to which gaming licenses are issued are solely and exclusively owned by the Tribe. Any Tribal corporation established by the Tribe to conduct business on behalf of the Tribe retains the sovereign immunity of the Tribe, unless specifically and expressly waived by the Tribal Council by resolution or through a Title of the Tribal Code.

## **Chapter 7.32**

### **Age Restrictions on Gaming Activities**

#### **Sections:**

#### **Section 7.32.01 Class III Gaming**

#### **Section 7.32.02 Class II Gaming**

#### **Section 7.32.01 Class III Gaming**

No person under the age of eighteen (18) shall participate in any Class III gaming activity, or be allowed on the gaming floor of the facility where Class III gaming is conducted. PROVIDED, that such age limitations shall not apply to an individual accompanied by an adult for the specific and limited purpose of proceeding directly and immediately across the gaming area for legitimate non-gaming purpose, with no gaming area loitering or gaming participation by the underage person or accompanying adults.

#### **Section 7.32.02 Class II Gaming**

No person under the age of eighteen (18) shall participate in any Class II gaming activity or be allowed on the gaming floor of the facility where Class II gaming is conducted, except under the following circumstances:

- A. Special Events. Persons under the age of eighteen (18) will be allowed to play Class II games in a limited number of special events, as provided below, put on by the Gaming Operation;
- B. Limit. The number of Special Events will be limited to a maximum of four (4) a year; and
- C. Restrictions. Those who participate in Class II gaming under this Special Events exception will be accompanied by an adult family member, i.e., a parent, a grandparent, spouse or legal guardian (those individuals appointed by a court of law as the legal guardian of an individual) over the age of 18.

## **Chapter 7.33 Miscellaneous Provisions**

### **Sections:**

**Section 7.33.01 Indemnification of TGC Board of Commissioners, Officers and Employees**

**Section 7.33.02 Patron Dispute Resolution**

**Section 7.33.03 Agent for Service of Process**

**Section 7.33.04 Charitable Contributions**

### **Section 7.33.01 Indemnification of TGC Board of Commissioners, Officers and Employees**

The Tribe shall indemnify any person who was or is a party or is under threat to be made a party to any pending or completed action, suit or proceeding either civil, criminal, administrative or investigative solely by the reason of the fact that they are or were a TGC Board of Commissioners, officer, agent or employee acting on behalf of the TGC or TGA, or they are or were serving at the request of the TGC or TGA, as a director or officer, against expenses (including attorney's fees), judgments fees, judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with such action, suit or proceeding.

However, the Tribe shall not indemnify such TGC commissioner or officer if the Tribal Council shall determine that the TGC commissioner or officer failed to act in good faith and with the degree of diligence, care and skill which an ordinarily prudent person would exercise under similar circumstances in like positions. The right of indemnification provided for herein shall not be deemed exclusive of any other rights to which such TGC commissioner or officer may be entitled and shall inure to the benefit of the heirs, executors, and administrators of any such person.

### **Section 7.33.02 Patron Dispute Resolution**

Patrons with complaints against the gaming establishment shall have as their sole remedy the right to file a petition for relief with the TGA. Complaints shall be submitted in writing. The TGC shall hold a hearing within 30 days of receipt of the petitioner's complaint. The petitioner may have counsel present at the hearing. The petitioner may be allowed to present evidence, at the discretion of the TGC. After the hearing, the TGC shall render a decision in a timely fashion. All such decisions will be final when issued. Any patron complaint must be submitted to the TGC within thirty (30) days of the incident giving rise to the complaint. All claims by patrons shall be limited to a maximum recovery of \$1,000.00 per occurrence, and a cumulative limit of \$3,000.00 per patron in any 12-month period, except for disputes relating to a patron's entitlement to a game prize, which shall be limited to the amount of such prize. The TGC's decision shall constitute the complainant's final remedy.

### **Section 7.33.03 Agent for Service of Process**

For purposes of this Title, the Tribe designates its Chief Executive Officer as the agent for service of any official determination, order or notice of violation.

### **Section 7.33.04 Charitable Contributions**

The TGC will adopt regulations concerning the bona fide charitable organizations that are eligible to receive charitable contributions made pursuant to the Compact.

## **Chapter 7.34 Construction and Severability**

### **Sections:**

#### **Section 7.34.01 Construction and Severability**

##### **Section 7.34.01 Construction and Severability**

- A. This Title is exempted from the rule of strict construction, and shall be liberally construed to give full effect to the objectives and purposes for which it was enacted; and
  
- B. If any section of this Title, or its application to any person or entity or circumstance, is held invalid, the remainder of the Title, or the application of the provision to other persons or entities or circumstances, shall not be affected and shall remain in full force and effect.

**Chapter 7.35**  
**Tribal Sovereign Immunity and Jurisdiction Preserved**

**Sections:**

**Section 7.35.01 Tribal Sovereign Immunity and Jurisdiction Preserved**

**Section 7.35.01 Tribal Sovereign Immunity and Jurisdiction Preserved**

Nothing in this Title shall be construed as a waiver of the sovereign immunity of the Tribe, the Tribal Council, or of any TGC, committee, or corporation acting under the authority of the Tribe or the Tribal Council. Nothing in this Title shall be construed as a grant of jurisdiction to the United States or to a State, local or other tribal government.



## **Chapter 7.36 Codification and Amendments**

### **Sections:**

#### **Section 7.36.01 Codification**

#### **Section 7.36.02 Amendments**

#### **Section 7.36.01 Codification**

The original Gaming Ordinance, #4-93, was approved on November 16, 1993, by the Tribal Council, and reviewed and approved by the NIGC on March 2, 1994.

The original Gaming Ordinance was codified as Title 7 Gaming of the Tribal Code on February 18, 2005 with Resolution ##11-05

#### **Section 7.36.02 Amendments**

The Title was amended by the Tribal Council on November 10, 2008, and the change was reviewed and approved by the NIGC on February 11, 2009. The Title was amended by the Tribal Council on September 11, 2017 with Resolution #29-17; and amended by the Tribal Council on March 15, 2018 by Resolution #09-18 and submitted to the NIGC for review and approval on April 5, 2018.

**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE DISSEMINATION OF CRIMINAL HISTORY RECORD  
INFORMATION BY THE NATIONAL INDIAN GAMING COMMISSION**

(Insert PDF of fully executed MOU between NIGC and Tribe)



## **RESOLUTION #09-18**

### **AMENDMENTS TO TITLE 7 – GAMING**

WHEREAS, the Jamestown S'Klallam Indian Tribe ("Tribe") was Federally acknowledged by the Secretary of the Interior of the United States of America on February 10, 1981; and

WHEREAS, the Jamestown S'Klallam Tribal Council ("Council") is the governing body of the Tribe, in accordance with its Constitution adopted on November 19, 1983, pursuant to the provisions of Part 81 of Title 25 of the Code of Federal Regulations, as such Constitution is amended from time-to-time; and

WHEREAS, the health, safety, welfare, education, and regulation of treaty fishing, hunting, and gathering practices of the Indian people of the Tribe is the responsibility of the Council; and

WHEREAS, the Council adopted, in 1993, a Gaming Ordinance, pursuant to the requirements of the Indian Gaming Regulatory Act ("IGRA"), which ordinance was subsequently codified as Title 7 – Gaming of the Tribal Code and which was subsequently renamed Title 7 – Gaming Operations ("Title 7"); and

WHEREAS, the Tribe has recently renegotiated its Class III gaming compact ("Compact") with the State of Washington and desires to update Title 7 to reflect the terms of the new Compact and for other purposes; and

WHEREAS, the Tribe submitted a draft update to Title 7 to the National Indian Gaming Commission ("NIGC"), under Council Resolution #29-17, dated September 11, 2017, which draft the NIGC reviewed and responded with a request for additional changes to the title; now

THEREFORE BE IT RESOLVED, that the Tribal Council hereby approves and adopts further amendments to Title 7, substantially in the form as set out in Exhibit A to this resolution, which meets the requirements of the NIGC; and

BE IT FURTHER RESOLVED, that the Council directs the Tribal staff to submit the most recent version of Title 7 to the National Indian Gaming Commission ("NIGC") for their review and approval, as required by IGRA; and


BE IT FINALLY RESOLVED, that once the NIGC has issued their final approval of Title 7, that the Tribal staff update the text of the title to reflect that approval and post the updated title to the Tribe's web site.



W. Ron Allen, Tribal Chairman

**Certification**

I, Lisa Barrell, Secretary of the Jamestown S'Klallam Tribal Council of the Jamestown S'Klallam Tribe, do hereby certify that the resolution was adopted at a meeting of the Jamestown S'Klallam Tribal Council held on March 15, 2018, at the Jamestown S'Klallam Tribal Office in Blyn, Washington, and where a quorum was present and approving the resolution by a vote of 4 FOR and 0 AGAINST with 0 ABSTAINING.



Lisa Barrell, Tribal Council Secretary

**EXHIBIT A**  
**Title 7 – Gaming Operations**