



August 20, 2019

VIA FIRST CLASS MAIL AND E-MAIL

Michelle LaPena, Attorney
Rosette, LLP
On Behalf of Dry Creek Rancheria Band of Pomo Indians
1415 L Street, Suite 450
Sacramento, California 95814

Re: Dry Creek Rancheria Band of Pomo Indians Gaming Ordinance

Dear Ms. LaPena,

This letter is to inform you the Dry Creek Rancheria Band of Pomo Indian's Gaming Ordinance enacted by Tribal Council's Resolution 19-04-27, received by the National Indian Gaming Commission on May 21, 2019, is approved by operation of law.

Pursuant to the Indian Gaming Regulatory Act, the NIGC Chair has 90 days from the date of submission to either approve or disapprove a gaming ordinance.¹ Any ordinance not acted upon at the end of the 90 day period is considered to have been approved by the Chair to the extent it is consistent with the provisions of IGRA.² Because no action was taken by the Chair within the 90 day period, the Tribe's amended ordinance is considered approved to the extent it is consistent with IGRA.

As a reminder, because the Gaming Commission's Patron Dispute Resolution Procedures apply to Class III gaming only, if the Tribe engages in any Class II gaming in the future, the Tribe will also be required to adopt and submit patron dispute resolution procedures that cover Class II gaming, pursuant to 25 C.F.R. § 522.2(f).

If you have any questions, please feel free to contact NIGC Staff Attorney Tana Fitzpatrick at (202) 632-7003.

Sincerely,

A handwritten signature in blue ink that reads "Michael Hoenig".

Michael Hoenig
General Counsel

cc: Isabelle Castro, Rosette, LLP (icastro@rosettela.com)

¹ 25 U.S.C. § 2710(e).

² *Id.*

**AN ORDINANCE OF THE DRY CREEK RANCHERIA BAND OF POMO INDIANS
AUTHORIZING AND REGULATING GAMING
(Amendment Dated April 27, 2019)**

The Dry Creek Rancheria Band of Pomo Indians, a federally recognized Indian Tribe (“Tribe”), and acting through its Tribal Council in the exercise of its inherent sovereign power to enact ordinances and otherwise safeguard and provide for the health, safety and welfare of the members of the Tribe, hereby enacts this ordinance pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §2701 et seq. (“IGRA”), as a restatement and amendment to the gaming ordinance in effect prior to its effective date, following which this restated and amended ordinance shall be cited as the Dry Creek Gaming Ordinance of 1996 (“Ordinance”).

Section 1. Findings and Policy.

a. This Ordinance is adopted by the Tribal Council, pursuant to its authority granted under the Tribe’s Articles of Association, for the purpose of establishing the terms for gaming on the Tribe’s Indian Lands (as defined herein) for Tribal governmental and charitable purposes and to develop, operate, and regulate such gaming, consistent with the findings herein and in conformity with IGRA and any regulations promulgated thereunder.

b. The Tribe finds that:

1. Gaming on the Tribe’s Indian Lands is a valuable means of generating revenues that are needed for economic development, to promote tribal self-sufficiency, employment, job training, and a strong tribal government, and to fund and ensure essential social programs and services;

2. The Tribe desires to conduct certain forms of gaming to provide needed revenues to the Tribe, and to regulate and control such gaming in a manner that will protect the environment, the Tribe’s Indian Lands, the health, security and general welfare of the Tribe, the players, and the community; and

3. The Tribe desires to own all gaming on its Indian Lands and to manage and regulate such gaming in a manner that will adequately address such special interests and needs of the Tribe.

Section 2. Ownership of Gaming.

The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation, facilities and/or enterprise(s) authorized by this Ordinance.

Section 3. Definitions.

Unless specified otherwise, the terms used herein shall have the same meaning as in IGRA, including but not limited to references to “Net Revenues,” “Class I,” “Class II,” and “Class III” gaming, and except for references to “Commissioners,” “Commission,” and “Gaming

Commission,” which shall mean the Dry Creek Gaming Commission or its Commissioners, as established and described herein.

a. “Articles of Association” shall mean the Tribe’s constitutional governing document, including any successor thereto.

b. “Closely Associated Independent Contractor” shall mean any contractor that shares common ownership, officers or directors with any management principal or person related thereto.

c. “Gaming Activities” shall mean any Class I, Class II, or Class III gaming activity conducted by or under the jurisdiction of the Tribe.

d. “Gaming Commission” shall mean the Dry Creek Gaming Commission, as established herein to monitor Gaming Activities, investigate wrongdoing, conduct background investigations, issue licenses, and perform other duties as required for the regulation of gaming on the Tribe’s Indian Lands.

e. “Gaming Contractor” shall mean any person or entity that supplies gaming devices or other gaming equipment, personnel, or services (including gaming management or consulting services) to any Gaming Activity or Gaming Enterprise.

f. “Gaming Enterprise” shall mean any gaming business, event, enterprise or activity conducted by or under the jurisdiction of the Tribe.

g. “Indian Lands” shall mean all lands that are consistent with the definition of Indian Lands under IGRA.

h. “Key Employee” shall mean 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 (4) most highly compensated persons in the gaming operation are included in the definition of key employee. At the discretion of the Gaming Commission, other positions or persons may be included under and subject to the requirements for key employees.

i. “National Indian Gaming Commission” (“NIGC”) shall mean the commission established under IGRA.

j. “Net Revenues” shall mean gross gaming revenues from all Gaming Activities of a Gaming Enterprise, less amounts paid out as, or paid for, prizes and less total gaming-related operating expenses, including all those expenses of the gaming operation commonly known as operating expenses and nonoperating expenses consistent with professional accounting pronouncements, excluding management fees.

k. "Person" shall mean any natural person or entity, including but not limited to corporations, partnerships and trusts.

l. "Primary Management Official" shall mean 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 Enterprise; or the chief financial officer or other person who has financial management responsibility. At the discretion of the Gaming Commission, other positions or persons may be included under and subject to the requirements for Primary Management Officials.

m. "Related to" shall refer to persons who are related as a father, mother, sister or brother.

n. "State" shall mean the State of California.

o. "Tribal Council" shall mean the governing body of the Tribe, as set forth in the Tribe's Articles of Association.

p. "Tribal Court" shall mean any court established by the Tribe to hear disputes or, if there is none that can exercise jurisdiction, then the Tribal Board of Directors.

q. "Tribal Member" shall mean any duly enrolled member of the Tribe.

Section 4. Gaming Commission.

a. **Establishment of Gaming Commission.** There is established by the Tribe a Commission, acting under the authority of the Tribe, to be known as the Dry Creek Gaming Commission. The Gaming Commission shall be comprised of three (3) persons, to serve terms in accordance with Section 4(c), who would themselves qualify for licensing under this Ordinance. As further requirements for their election, candidates for the office of Gaming Commissioner must agree to comply with the Dry Creek Gaming Commission Conflict of Interest Code set forth in Appendix A and shall meet, or agree to meet while serving as a Gaming Commissioner, the qualifications for the position of Gaming Commissioner set forth in Appendix B of this Ordinance.

b. **Disqualifications for Office.** The following persons may not serve as Commissioners:

1. Employees of any Gaming Enterprise established by the Tribe on the Tribe's Indian Lands;

2. Any Gaming Contractor or any person who is related to any Gaming Contractor (including any principal thereof or Closely Associated Independent Contractor);

3. Persons who would not be eligible to be officers of the Tribe pursuant to the Tribe's Articles of Association;

4. Persons under the age of 25; and
5. Members of the Board of Directors.

c. **Terms of Office.**

1. **Nomination and Election of Commissioners.**

(a) The Tribal Council shall elect the three (3) members of the Tribal Gaming Commission to the terms of office described below, which are intended to expire on a staggered basis. Commissioners may serve successive terms unless terminated or removed.

(b) Nominations for the first terms under this Ordinance as amended by the Tribal Council on March 20, 2010, shall be held at the General Meeting of the Tribal Council to be held in April, 2010, with an election to follow within 30 days following approval of this amended Ordinance in accordance with the Indian Gaming Regulatory Act and subparagraph (4) below. Elections shall be conducted under the supervision of the Tribal Election Committee.

(c) Nominations shall be for Gaming Commission positions entitled Gaming Commission Office No.1, Gaming Commission Office No. 2, and Gaming Commission Office No. 3. Each Gaming Commission Office shall maintain its Office Number designation and the term that is associated with it for future vacancies and elections in accordance with subsections 2 and 3 below. Elections shall be for those specific Offices and their associated terms, to serve either a full term, one that has expired, or the remainder of a term that has become vacant.

2. **New Terms under this Ordinance.** Notwithstanding any other provision of Tribal law or this Ordinance, the beginning of the first Gaming Commission terms of office under this Ordinance as amended ("New Terms") shall terminate the Gaming Commission terms presently being served. Existing Commissioners may be nominated and elected to serve New Terms. The New Terms shall commence on the first (1st) day of the month following the month in which the election for the New Terms has been held, and shall end on the last day of the month prior to the commencement date of the New Term, after the number of years designated below for the respective office has expired. For example, if the election for New Terms is held on July 20, 2010, the New Term for Office No. 2 will commence on August 1, 2010 and shall expire on July 31, 2012. In the event a person is elected but for any reason cannot be seated on the date indicated, the persons elected to the other Commission positions shall be seated as indicated. When the remaining Commissioner(s) is seated, it shall be for the remainder of the term that would have commenced had there been no delay. Each New Term shall be for the period indicated below:

(a) The New Term for Gaming Commission Office No. 1 shall be for one (1) year.

(b) The New Term for Gaming Commission Office No. 2 shall be for two (2) years.

(c) The New Term for Gaming Commission Office No. 3 shall be for three (3) years.

3. Successive Terms. Following expiration of the New Terms, all Gaming Commissioner Terms shall be for three (3) years, commencing on the day following the expiration of the preceding term and expiring three (3) years from the preceding expiration date. In the event a person is elected but for any reason cannot be seated on the date indicated, when a Commissioner(s) is finally seated for that office, it shall be for the remainder of the term that would have commenced had there been no delay

d. Removal from Office. A Commissioner may only be removed from office before the expiration of his or her term by the Tribal Council for neglect of duty, misconduct, malfeasance, or other acts that would render such persons unqualified for such duties or for licensure hereunder. Commissioners may not be removed for exercising his or her discretion or judgment or for how they voted on a particular issue. A Commissioner can only be removed from office by the Tribal Council in accordance with the procedures established in the Tribe's Articles of Association for removing a member of the Tribal Board of Directors from office. At the request of the member whose removal is at issue, the hearing may be held in executive session. The Tribal Council may elect to receive in executive session any evidence the public disclosure of which might compromise any on-going law enforcement or regulatory investigation, land acquisition for the Tribe, or negotiations by the Tribe with a third party.

e. Quorum. Two (2) members of the Gaming Commission shall constitute a quorum.

f. Officers and Duties. The Gaming Commission shall select, by majority vote, a Chairman, Vice-Chairman and Secretary/Treasurer. The Chairman shall preside over meetings of the Gaming Commission and the Vice-Chairman shall preside in absence of the Chairman. The Secretary/Treasurer shall record in writing the minutes of all Gaming Commission meetings and all official actions taken by the Gaming Commission, and shall record and oversee all Gaming Commission fiscal matters.

g. Voting. All actions of the Gaming Commission shall be taken by majority vote. The Commission Chairman may vote on any issue.

h. Meetings. Meetings shall be held at least once per month, as the Commission shall determine in accordance with this Ordinance, which requirement may be met by holding a meeting one hour prior to a scheduled monthly meeting of the Tribal Board of Directors. Additional meetings shall be held as called by the Chairman or by at least two (2) other Commissioners. Notice of meetings shall be given in writing to each Commissioner, served by first class mail or personal delivery 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 Commissioners.

i. Compensation for Serving. The Tribal Board of Directors shall determine and authorize the compensation to be paid to Commissioners by adoption from time to time of a resolution based on a determination of the time required to be expended upon Commission duties and the qualifications of the appointed Commissioners.

j. **Powers and Duties.** The Gaming Commission shall have the power and duty to:

1. Inspect, examine and monitor Gaming Activities, including the power to demand access to and inspect, examine, photocopy and audit all papers, books and records respecting such Gaming Activities;

2. Investigate any suspicion of wrongdoing in connection with any Gaming Activities;

3. Conduct, or cause to be conducted, such investigations as may be necessary to determine in connection with any Gaming Activities, compliance with law or this Ordinance or any contracts, agreements, goods, services, events, incidents, or other matters related to Gaming Activities;

4. Conduct, or cause to be conducted, background investigations regarding any person in any way connected with any Gaming Activities and issue licenses to, at minimum, all 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. Hold such hearings, sit and act at such times and places, summon persons on the Tribe's Indian Lands to attend and testify at such hearings, take such testimony, and receive such evidence as the Gaming Commission deems relevant in fulfilling its duties;

6. Administer oaths or affirmations to witnesses appearing before the Gaming Commission;

7. Implement and administer a system for investigating, licensing and monitoring employees and others connected with Gaming Activities, as described below, including the issuance of licenses to gaming facilities, individuals and entities as required under this Ordinance and IGRA;

8. Hear patron complaints against the gaming establishment, in accordance with the procedures established in this Ordinance and consistent with the Tribal-State Gaming Compact and procedures established therein;

9. Subject to the appropriation of funds by the Tribal Council consistent with adopted salary schedules, adopt a budget to finance the operations of the Gaming Commission, including but not limited to the employment of such staff and support services as reasonably required to fulfill its responsibilities under this Ordinance. Compensation shall be comparable to that paid to persons performing similar duties in other governmental gaming regulatory agencies;

10. To the extent required, comply with any reporting requirements established under a tribal-state compact to which the Tribe is a party and other applicable law, including the IGRA;

11. Promulgate and issue such regulations as it deems appropriate, in order to implement and enforce the provisions of this Ordinance including, but not limited to, adopting rules of procedure governing how its meetings will be conducted;

12. Promulgate regulations establishing minimum standards for the operation of any Gaming Activities conducted on the Tribe's Indian Lands, including but not limited to auditing, internal fiscal controls, technical standards for electronic gaming and describing and establishing rules for each Class II or Class III game authorized to be conducted, and no form of such gaming may be conducted without the prior approval of the Gaming Commission;

13. Carry out such other duties with respect to Gaming Activities on the Tribe's Indian Lands as the Tribal Council shall direct from time to time by amendment to this Ordinance or adoption of a written policy resolution;

14. Levy a tax or fee on Gaming Activities and applicants for gaming licenses to cover the cost of conducting background investigations, issuing gaming licenses to the persons engaged or wishing to engage in Gaming Activities on the Tribe's Indian Lands, and funding the operation of the Commission; and

15. Levy fines for violations of this Ordinance or the Gaming Commission regulations.

k. **Annual Reports.** On or before April 30th of each year, the Gaming Commission shall provide to the Tribal Council an Annual Report summarizing its activities during the prior twelve (12) month period ending on December 31st, and accounting for all receipts and disbursements. The Tribal Council shall cause copies of the Annual Report to be made available to Tribal Members within thirty (30) days after receipt.

l. **Other Reporting Requirements.** As required, the Gaming Commission shall comply with any reporting requirements established under a tribal-state compact to which the Tribe is a party, and other applicable law, including the IGRA and regulations promulgated thereunder.

Section 5. Permitted Gaming Activities.

a. **Unauthorized Gaming is Prohibited.** All Gaming Activities on the Tribe's Indian Lands (whether Class I, II or III) are prohibited except as expressly authorized under this Ordinance.

1. **Class I Gaming.** Class I Gaming Activities are hereby permitted to the extent consistent with tribal custom and practice. The Gaming Commission may prohibit and prevent any conduct that is claimed to be Class I gaming if the Tribal Council finds that such conduct is not in accordance with tribal customs or practices or violates IGRA or any other law.

2. **Class II and Class III Gaming.** Class II and Class III gaming on the Tribe's Indian Lands is hereby authorized, provided the Tribe has the sole proprietary interest in and responsibility for the conduct of any gaming enterprise, or to the extent the Tribe may contract with and license a person or entity to own, operate or manage the enterprise pursuant to the provisions of IGRA or as otherwise permitted by law. Nothing herein shall prohibit the Tribe from engaging the services of non-tribal persons as employees thereof or engaging any person or entity to provide consulting or other technical assistance or to assist the Tribe in the management of

Gaming Activities pursuant to a management agreement entered into under the provisions of IGRA. Class III gaming shall be conducted in accordance with any tribal-state compact between the Tribe and the State, or any alternative thereto as provided by IGRA.

Section 6. Gaming Revenues.

a. 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 Activities are the property of the Tribe. Any profits or net revenues from Gaming Activities shall be deposited into the Tribe's general treasury or such other tribal account as the Tribe shall determine. Once becoming part of the treasury such funds shall lose any identity as gaming revenues except to the extent necessary to identify them as such in order to comply with applicable law. No Tribal Member shall be deemed to have any interest in such profits or net revenues, provided that the Tribal Council may adopt rules for distributing gaming proceeds to Tribal Members on a per capita basis provided such plan meets the requirements of IGRA, 25 U.S.C. § 2710(b)(3) and has been approved to the extent required thereunder. Payments from the general treasury funds to Tribal Members under other tribal programs, including those related to health, welfare, elderly care, and housing, shall not be deemed to be per capita payments.

b. Use of Net Revenues. Net Revenues from Gaming Activities shall not be used for purposes other than as provided in Section 6a. above and as set forth in this subsection b.

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; or
5. To help fund operations of local government agencies.

Section 7. Operation of Gaming Establishments.

a. Gaming Permitted as Licensed. Except to the extent authorized by an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, Gaming Activities shall only be conducted in tribally owned, operated and licensed facilities pursuant to the provisions of this Ordinance. Such activities shall be conducted in accordance with the terms and conditions of any license issued by the Tribe or Gaming Commission for such purposes as to each 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 Gaming Commission or the Tribal Council may deem necessary to the conduct of Gaming Activities therein.

b. **Protection of Environment and Public.** The Tribe shall construct, maintain and operate a gaming facility in a manner that adequately protects the environment and the public health and safety.

c. **Dispute Resolution.** Patrons who have complaints against the gaming facility and/or gaming operation shall have as their sole remedy the right to comply with relevant tribal law, including the Dry Creek Gaming Facility Tort Liability Ordinance and the Gaming Commission's Patron Disputes regulation.

Section 8. Annual Audits.

a. The Tribe shall cause an annual outside independent audit of gaming operations to be conducted, and shall submit the resulting audit reports to the NIGC.

b. All contracts relating to Gaming Activities that result in the purchase of supplies, services, or concessions in excess of \$25,000 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in subsection a. above.

Section 9. Contracts.

a. **Bidding.** Contracts relating to Gaming Activities in the amount of \$25,000 or more annually, or for a term of more than five (5) years (except contracts for professional legal or accounting services) shall be subject to a formal, sealed bidding process prior to submission to the Tribal Board of Directors for approval. All reasonable attempts shall be made to obtain and consider at least three (3) responsible bids; provided, the Tribal Board of Directors or the Gaming Commission may waive the requirement for three bids upon good cause shown.

b. **Audit Requirements.** All contracts for supplies, services, or concessions for a contract amount in excess of \$25,000 annually (except contracts for professional legal or accounting services) relating to the Tribe's Class II or Class III gaming shall be subject to independent audits, and such contracts shall so specify.

c. **Registration.** All contracts subject to this Section shall be filed with the Commission within two (2) business days of their execution or effective date, whichever first occurs, and in accordance with any regulations and forms issued by the Commission for such purposes.

Section 10. Licenses.

a. **Licensing Requirements.** It is the declared Policy of the Tribe that all Gaming Activities be licensed and controlled so as to protect the morals, good order and welfare of Tribal members and other persons on the Tribe's Indian Lands and to preserve the honesty, fairness and integrity of such Gaming Activities. Accordingly, no person shall engage in any Class II or Class III Gaming Activities on the Tribe's Indian Lands without an appropriate and valid Class II or Class III license approved and issued by the Gaming Commission. Any gaming license that is issued, or finding of suitability or approval made by the Gaming Commission, shall be deemed a

privilege subject to suspension or revocation for any reason. No license shall be issued that would place the Tribe in violation of the IGRA or regulations promulgated thereunder and, as applicable, provisions of a tribal-state compact, or of any applicable law. The Gaming Commission shall promulgate regulations establishing minimum standards for the issuance of all gaming licenses required under this Ordinance.

b. 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.

c. Release of Information. All persons applying for a license shall agree to release the information necessary in order for the Gaming Commission to achieve its goals under this Ordinance, and to furnish such information to the Bureau of Indian Affairs, the NIGC, or such other governmental agency as may be required by law.

d. Types of Licenses. Three classes of licenses (Class A, Class B, and Class C) shall be issued to persons and entities associated with Gaming Activities.

1. Class A Licenses. Before permitting any person to become permanently associated with the Gaming Activities as an investor, management entity, or other person owning or controlling ten percent (10%) or more of any interest in any management entity, or as a Primary Management Official, Key Employee, Closely Associated Independent Contractor, or other individual or entity with influence over the management or operation of the gaming, or as a Class II or III gaming employee, supplier, manufacturer or distributor, such person shall obtain a Class A license, and the Gaming Commission shall conduct or cause to be conducted a background investigation to determine if such person has:

(a) Any criminal record or any reputation, prior activities, habits or associations which might pose a threat to the public interest or to the effective regulation of gaming.

(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.

2. Class B Licenses. Persons who are not among those identified in subsection 1. above, but are to be employed at a gaming facility on the Tribe's Indian Lands in some other capacity, such as in non-gaming related activities, shall be required to obtain a Class B license from the Gaming Commission. Such persons must establish that they have not been convicted of a crime, or engaged in any activity that the Gaming Commission in its sole discretion deems would render such person a danger to the safety or integrity of the Gaming Activities, or the safety or property of the Tribe, any Tribal Member, any gaming employee or patron, or the public.

3. Class C Licenses. Minors (persons under 18 years of age) employed at a gaming facility on the Tribe's Indian 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 are not otherwise

prohibited by law, provided such minors are not deemed by the Gaming Commission to pose any threat to the safety or integrity of the Gaming Activities or the safety or property of the Tribe, any Tribal Member, any gaming employee or patron, or the public. The Class C license shall be valid for no more than six (6) months before renewal, and shall be revoked upon the minor's reaching the age of 18, at which time a Class A or B license, as may be appropriate, will be required. Minors shall not be employed as dealers or otherwise to operate or supervise the operations of games, or to serve liquor.

e. License Renewal. Class A and Class B licenses shall be subject to renewal at least every two (2) years, and may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have tended to disqualify such person for such a license.

f. Temporary Licenses. Pending completion of an investigation for a license, temporary licenses of no more than ninety (90) days duration may be issued by the Gaming Commission if in its sole discretion it deems it appropriate to do so. Such licenses shall permit the licensee to engage in such activities and pursuant to such terms and conditions as may be specified by the Gaming Commission. Such temporary licenses, unless they are renewed or extended by the Commission, shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or until an earlier specified expiration date, whichever occurs first.

g. License Investigations. The Gaming Commission 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. Applicants shall also agree to release the information necessary in order for the Gaming Commission to achieve its goals under this Section and to furnish such information to the Bureau of Indian Affairs, the NIGC, or such other agency as may be required by law.

h. License Fees. Unless specifically waived by the Gaming Commission, all license applicants shall be required to pay all applicable license fees and costs when due, including a reasonable deposit for costs incurred in obtaining information in connection with the license application. Estimates of licensing costs shall be provided to applicants upon reasonable request. Payment for all reasonable fees and costs must be received by the Gaming Commission prior to issuance of the license.

i. Appeals. All decisions of the Gaming Commission regarding the issuance or revocation of licenses shall be effective when issued. An applicant or licensee whose license is denied, revoked or suspended may, within thirty (30) days after the date of receipt of a written decision of the Gaming Commission, file a petition with the Gaming Commission requesting a hearing to reconsider the decision, and shall have the right to appeal such decision to the Tribal Court in accordance with such rules and regulations as may be promulgated by the Tribal Court for that purpose. Any Tribal Member who is denied a license by the Gaming Commission may, within sixty (60) days of written notice of such denial, appeal the denial to the Gaming Commission, which shall have the power to reverse its prior decision and order that such license be issued, and shall have the right to appeal such decision to the Tribal Court, 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 Gaming Commission or Tribal Court that a license be issued shall be valid if such issuance would place the Tribe in violation of any tribal-state compact to which the Tribe is a party, or of any applicable law.

j. Background Investigations.

1. The Gaming Commission shall request from each Primary Management Official and each Key Employee all of the information specified in subsections (a) through (n) below and maintain the same in an application file. Further, each other applicant for a Class A license, except as provided otherwise by the Gaming Commission, shall also submit the information specified in (a) through (n) below. The Gaming Commission reserves the right, at any time, to request additional information either prior to, during, or subsequent to any background investigation. Gaming Commission licensing staff must be trained to take fingerprints of all applicants. The Gaming Commission is responsible for ensuring that all appropriate licensing staff are trained and that the system for fingerprinting is secure. The appropriate licensing staff shall ensure that fingerprints are forwarded promptly to the NIGC for processing. All reports and responses from the NIGC shall be forwarded to the appropriate licensing staff. All Gaming Commission background investigations and the issuance of licenses shall be under requirements at least as stringent as 25 CFR Parts 556 and 558.

- (a) Full name, other names used (oral or written), social security number(s), date of birth, place of birth, citizenship, gender, all languages (spoken or written);
- (b) Currently and for at least the previous ten (10) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s);
- (c) 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 under subsection (b) above;
- (d) Current business and residence telephone numbers;
- (e) Description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (f) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- (g) Name and address of any licensing or regulatory agency 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 felony for which there is an on-going 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 misdemeanor conviction or on-going misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application: the name and address of the court involved, and the date and disposition, if any, of the case;

(j) For each criminal charge (excluding minor traffic charges), whether or not there is or was a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed above pursuant to subsections (h) or (i) above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;

(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) A photograph;

(m) Any other information the Tribe or Gaming Commission deems relevant; and

(n) Fingerprints shall be taken and processed by trained Gaming Commission staff consistent with procedures adopted by the Gaming Commission according to 25 C.F.R. § 522.2 (h).

2. The Gaming Commission licensing staff, shall, consistent with procedures adopted by the Gaming Commission, take applicant fingerprints as required. Fingerprints shall be forwarded by the Gaming Commission to the NIGC and to the State Gaming Agency, if applicable, consistent with the Compact and other applicable laws. Fingerprints shall be processed through the FBI under NIGC and Compact requirements, in order to determine the applicant's criminal history, if any.

3. The Tribe shall conduct or cause to be conducted an investigation, through the Gaming Commission, sufficient to make a determination of eligibility as required under this Ordinance. In conducting a background investigation, the Gaming Commission and its agents shall keep confidential the identity of each person interviewed in the course of the investigation. Such investigation shall include contacting each reference provided in the application and taking all appropriate steps necessary to verify the accuracy of the information contained in the application. The appropriate Gaming Commission licensing staff shall assure that a written investigative report of the findings and conclusions of each investigation is prepared and maintained at the Gaming Commission offices in secure files. The investigative report shall include all of the following information:

(a) The steps taken in conducting a background investigation;

(b) The results obtained;

(c) The conclusions reached; and

(d) The basis for the conclusions.

4. The Gaming Commission shall review the findings and conclusions of the report as part of making a determination whether to grant or deny the license applied for.

5. If, in the course of a background investigation, the Gaming Commission discovers that the applicant has a notice of results on file with the NIGC from a prior investigation and the Gaming Commission has access to the earlier investigative materials (either through the NIGC or the previous tribal investigative body), the Gaming Commission may rely on those materials, and update the investigation and the resulting investigative report.

6. With respect to Key Employees and Primary Management Officials, the Gaming Commission shall retain applications for licensing, investigative reports, and eligibility determinations for inspection by the NIGC for no less than three (3) years from the date of termination of employment.

k. Eligibility Determination. The Gaming Commission shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a Key Employee or Primary Management Official for granting of a gaming license. If the Gaming Commission determines that licensing of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, that person shall not be licensed in a Key Employee or Primary Management Official position. Further, such person shall not be licensed in any other position for which a Class A license is required, except as specifically established by the Gaming Commission.

I. Forwarding Applications and Investigative Reports to the NIGC.

1. Before issuing a license to a PMO or a Key Employee, the Gaming Commission shall:

(a) Create and maintain an investigative report on each background investigation, which shall include the information required in Section 10(j)(3) of this Ordinance.

(b) Submit a notice of results of the applicant's background investigation to the NIGC no later than sixty (60) days after the applicant begins work. The notice of results shall contain:

(i) Applicant's name, date of birth, and social security number;

(ii) Date on which applicant began or will begin work as a Key Employee or PMO;

(iii) A summary of the information presented in the investigative report, which shall at a minimum include a listing of:

- (A) Any licenses that have previously been denied;
- (B) Any 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.

(iv) A copy of the eligibility determination made by the Gaming Commission.

2. If, within 30 days of receipt of a complete notice of results for a Key Employee or PMO, the NIGC provides the Gaming Commission with a statement itemizing objections to the issuance of a license to the applicant, the Gaming Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Gaming Commission shall make the final decision whether to issue a license to such applicant.

(a) If the Gaming Commission has issued the license before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee as provided in this Ordinance.

3. The Gaming Commission shall notify the NIGC that a gaming license has been issued to a Key Employee or PMO within 30 days after the issuance of the license.

4. A gaming operation shall not employ a Key Employee or PMO who does not have a license after ninety (90) days.

5. If the Gaming Commission does not license an applicant:

(a) The Gaming Commission shall notify the NIGC; and

(b) The Gaming Commission shall forward copies of its eligibility determination and notice of results to the NIGC for inclusion in the Indian Gaming Individuals Record System.

6. All notices to the NIGC shall be provided through the appropriate Regional office. Should the Gaming Commission wish to submit notices electronically, it should contact the appropriate Regional office for guidance on acceptable document formats and means of transmission.

m. License Suspension.

1. If, after issuance of a gaming license, the Tribe receives reliable information from the NIGC or other reliable source indicating that a Key Employee or a Primary Management Official is not eligible for employment under the eligibility criteria established in this Ordinance, the Gaming Commission shall suspend the license and shall notify the licensee in writing of the license suspension and proposed revocation.

2. The Gaming Commission shall notify the licensee of a time and place for a hearing on the proposed revocation of a license. The right to such a hearing shall vest only upon receipt of a license in accordance with this Ordinance.

3. After the revocation hearing, the Gaming Commission shall determine whether to revoke or to reinstate the gaming license. The Gaming Commission shall notify the gaming operation, the licensee, and the NIGC of its decision within 45 days of receiving notification from the NIGC pursuant to subdivision (m)(1) of this section.

4. After the revocation hearing, the Gaming Commission shall decide to revoke or to reinstate a gaming license.

5. All notices to the NIGC shall be provided through the appropriate Regional office. Should the Gaming Commission wish to submit notices electronically, it should contact the appropriate Regional office for guidance on acceptable document formats and means of transmission.

n. Facilities Licenses. A separate license shall be required for each place, facility, or location on any land where Class II and/or Class III gaming is to be conducted. Before Class II or Class III Gaming Activities can be conducted therein, the Gaming Commission shall inspect and license each such facility in accordance with this Ordinance, Tribal-State Gaming Compact requirements, and requirements under IGRA. Class II and Class III gaming shall only be conducted on the Tribe's Indian Lands as defined under IGRA.

Section 11. Application Forms.

a. Each application form for a Key Employee or a Primary Management Official, as well as for all other Class A license applicants unless otherwise specifically exempted by the Gaming Commission, shall contain the notices set forth in subsections 1. and 2. below:

1. Privacy Act Notice.

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed 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.

2. Notice Regarding False Statements.

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).

b. Any existing Key Employee or Primary Management Official, or any other Class A licensee unless otherwise specifically exempted by the Gaming Commission, that has not completed an application form containing the language set forth in Section 11(a) 1. and 2. above, shall be notified that they must either:

1. Complete a new application form that contains the Privacy Act Notice and the Notice Regarding False Statements, or

2. Sign a statement that contains the Privacy Act Notice and consent to the routine uses described in that notice, and sign a statement that contains the Notice Regarding False Statements.

Section 12. Class III Tribal-State Gaming Compacts.

In addition to the provisions set forth above, no Class III gaming shall be engaged in by the Tribe unless a tribal-state compact has first been obtained in accordance with IGRA. All negotiations for such compacts shall be conducted through the Tribal Board of Directors, with advice and suggestion of the Gaming Commission, and shall be finalized in accordance with Tribal law. The Tribe will comply with all applicable federal law, including the Bank Secrecy Act.

Section 13. Interest in Management Contracts by Tribal Officials.

No elected official of the Tribe, including the Gaming Commission or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for, any management agreement entered into pursuant to IGRA, nor shall such elected official serve on the board of directors or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation, or ten percent (10%) or more of the beneficial interest in any partnership, trust, or other entity, in any such corporation, partnership, trust or other entity having a financial interest in, or management responsibility for, such contract.

Section 14. Service of Process.

The Tribe designates as its agent for the service of any official determination, order, or notice of violation, the Chairperson of the Tribe, at the primary Dry Creek Tribal governmental offices located at 1450 Airport Blvd., Suite 200A, Santa Rosa, California 95403, or such other primary governmental office as the Tribe may establish. The NIGC shall be informed of any change in the Tribe's primary governmental office address within ten (10) days of such change.

Section 15. Tribal Governmental Entities.

Nothing in this Ordinance shall prevent the Tribe, through its Tribal Council, from delegating the authority to conduct Gaming or to exercise the powers of the Board of Directors to one or more tribal corporations, agencies, authorities, or other tribal governmental entities so long as the Tribal Gaming Enterprise to which such authority is delegated agree to meet all criteria and all requirements established under this Ordinance.

Section 16. Prior Gaming Ordinances Superseded; Effective Date.

This Ordinance and the regulations promulgated thereunder shall constitute the entire gaming regulations of the Tribe and upon its effective date shall supersede any prior gaming ordinances of the Tribe, provided that, except as expressly provided herein, this Ordinance shall not invalidate any lawful action taken pursuant to any such prior ordinance. This Ordinance shall become effective upon its approval by the NIGC.

Section 17. Severability.

If any provision or application of this Ordinance is determined by review to be invalid, such determination shall not be held to render such provision inapplicable to other persons or circumstances, nor shall such determination render invalid any other provision of this Ordinance.

Section 18. Amendments.

All provisions of this Ordinance are subject to revision, repeal, or amendment by the Tribal Council at any time. Regulations promulgated by the Gaming Commission under this Ordinance are subject to revision, repeal or amendment by the Gaming Commission at any time. All Gaming Ordinance revisions must be approved by the NIGC.

CERTIFICATION

The foregoing Dry Creek Gaming Ordinance was presented at a Tribal Council Meeting held on April 27, 2019 and was approved with a quorum present and such Code has not been rescinded or amended in any way.



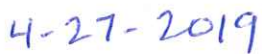
Chris Wright
Chairman



Date



Margie Rojas
Secretary/Treasurer



Date

APPENDIX A

DRY CREEK GAMING COMMISSION CONFLICT OF INTEREST CODE

Section 1.1 Title

This Code shall be known and cited as the “Dry Creek Band of Pomo Indians” Gaming Commission Conflict of Interest Code.

Section 1.2 Statement of Purpose

A. This Conflict of Interest Code is adopted by the “Dry Creek Band of Pomo Indians,” a federally recognized Indian Tribe, in compliance with Section 8.2 of the Tribal-State Gaming Compact between the Tribe and the State of California, executed on or about September 10, 1999. The Dry Creek Gaming Commission is the regulatory agency established by the Tribe to oversee the regulation of gaming on lands of the tribe.

B. The work of the Commission is sensitive in nature and the members of the Commission must maintain high moral and ethical standards to minimize conflicts of interests, provide a high level of service, and maintain the trust and confidence of the tribal community and the public. This Conflict of Interest Code is adopted to assure that the members of the Tribe’s Gaming Commission are free from corruption, undue influence, compromise and conflicting interests in the conduct of their duties under tribal and federal laws and the gaming compact.

Section 1.3 Applicability

The Conflict of Interest Code is applicable to all members of the Gaming Commission during the terms(s) of their service on the Gaming Commission.

Section 1.4 Commissioner Suitability

Prior to participating in any Gaming Commission matter, all prospective Gaming Commission members shall be investigated and deemed suitable under the Gaming Commission’s requirements for obtaining a Class A gaming license. To determine their suitability, the Tribe shall require each prospective member to complete application forms, including executing all release forms and providing all other documentation requested. Based on the information submitted and other information obtained, the Tribe shall cause a background investigation to be completed on each such individual. The background investigation may be conducted through outside sources information obtained during the investigation shall be deemed confidential to the extent required under tribal and other applicable law. If it is determined that the prospective Gaming Commission member is not suitable under the above criteria the candidate may withdraw their name from consideration. In the event the candidate does not withdraw, the Tribe shall remove the candidate from future consideration at that time.

Section 1.5 Gaming Commission Standards

Members of the Gaming Commission, the members of the tribal community, license applicants, employees, and the public, shall, in all matters within the scope of their responsibility on the Commission, act in a fair and impartial manner in all dealings with:

- a. A gaming Commission shall not use their position to secure special privileges, advantages or exemptions for themselves, family members, acquaintances, or others, unless such are generally available to other members of the general public.
- b. Commission members must use established administrative channels to resolve grievances and for other administrative matters.

Section 1.6 Limitations on Serving on the Commission

Employees of any gaming enterprise, member of the Tribe's Economic Development Committee who, directly or indirectly, have operational or management responsibilities related to any gaming enterprise, and others limited by the Tribe's Gaming Ordinance are precluded from serving on the Gaming Commission.

Section 1.7 Limitations on Commissioner Decision Making

Members of the Gaming Commission shall be removed from considering and voting on any regulatory, licensing, or dispute resolution matters in which there is, or it can be reasonably expected there may be, an actual or perceived conflict of interest, including when the actual or perceived conflict is based on the relationship of the Commissioner to the person or business regulated.

Section 1.8 Confidentiality Agreements

As a condition of their serving on the Gaming Commission, members of the Commission shall sign an oath of confidentiality and shall not disclose confidential or privileged information regarding the Gaming Commission, or information regarding licensing or regulatory matters that come before the Commission in the scope of its duties and responsibilities. No Commission member shall disclose confidential information gained by reason of their official position, nor otherwise use such, information for personal gain or benefit. Further, only the Chairperson of the Commission is authorized to speak to the press or media on behalf of the Commission, unless such authority is otherwise delegated by the Chair in writing.

Section 1.9 Special Privileges

No member of the Gaming Commission shall use their position to secure special privileges or exemptions for the Commission member, or for family members or others. Commission members must use proper administrative channels to resolve grievances or other administrative matters.

Section 1.10 Gifts and Benefits

No Gaming Commission member shall accept a gift from any person or business holding or seek to obtain a license, contract, or financial relationship with the gaming operation unless otherwise authorized in connection with or related to the discharge of their duties as a Commission member, unless the individual or business would also give the same to the general public or customers on the same basis. Commission members as tribal officials, are authorized to accept those benefits generally made available to other tribal officials such as Tribal Council members, with the exception of any benefit related to gaming. Permissible benefits may include traditional gifts or awards received as part of a traditional ceremony or custom, unsolicited advertising or promotional materials of nominal value, and food or refreshments in the ordinary course of a luncheon or dinner meeting or other occasion where the Commissioner is properly in attendance.

Section 1.11 Outside Interests

No Gaming Commission member shall transact any business in their official capacity with any business in which they are an officer or employee, or in which they have an ownership interest. Further, no Commission member shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur an obligation of any nature which is in, or may be perceived by a disinterested observer to be, in conflict with the proper discharge of duties of the commission. Further, no Commission member shall serve on a board, committee, or other association if such service conflicts with the performance of their regular duties on the Commission or raises a question of conflict of interest.

Section 1.12 Compliance with Policies and Regulations

Gaming Commission members shall comply with the policies and regulations adopted by the Commission, or by the Tribe as applicable to the Commission, including those which may be adopted in the future.

Section 1.13 Nepotism

Gaming Commission members shall not show favoritism to an immediate family member (parents, spouse, brother, sister, son or daughter, grandparent or grandchild or any member living in your household) while functioning in as official capacity with the Commission.

Section 1.14 Political Activities

Commission members shall not engage in political activities unless on their own time and at their own expense. Political activities must be conducted while off duty and away from Commission premises. No Commissioner shall use, at Commission expense, any Commission materials, facilities, equipment, phones, vehicles, or the like for political activities. Such political activities shall not cause interference with the performance of Commission duties and responsibilities.

Section 1.15 Participation in Gaming Activities

No Gaming Commission member shall participate in the gaming activities at any gaming facility under the regulation of the Commission, with the exception of activities offered as part of a special session conducted for tribal members or tribal employees only, and closed to the general public.

Section 1.16 Removal of Commission Member

Gaming Commission members who are alleged to have violated any provision of this Conflict of Interest Code may be recommended for removal or dismissal from the Commission. A Commission member recommended for removal or dismissal is entitled to a hearing before the Tribal Board of Directors and, as the Tribal Board of Directors deems appropriate, may be suspended and removed from the Commission offices pending the hearing and final determination. Any member found to have acted in a corrupt or compromised manner shall be removed promptly as a member of the Dry Creek Gaming Commission.

Section 1.17 Limitations on Future Gaming Employment

Gaming Commission members who leave or are removed from the Commission are precluded from employment or other service with the Tribe's gaming operations for a period of one year, unless specifically authorized in writing to do so by the remaining members of the Commission.

Section 1.18 Adoption and Amendments

This Conflict of Interest Code is adopted by the Dry Creek Gaming Commission and may be amended by the Commission from time to time as appropriate and consistent with requirements under applicable law.

APPENDIX B

GAMING COMMISSIONER

DEPARTMENT: Administration
STATUS: Full-time/Exempt
REPORTS TO: DCRBPI Tribal Board
SUPERVISES: Internal Audit Manager, Investigations Supervisor, Surveillance & Regulatory Manager

EQUAL OPPORTUNITY STATEMENT: The Dry Creek Gaming Commission does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability status in the employment or the provision of services.

TRIBAL AND INDIAN PREFERENCE: The Dry Creek Gaming Commission applies the policy of "TRIBAL AND INDIAN PREFERENCE" when filling vacancies, promotion, transfer, hire and re-hire. Primary consideration under the TRIBAL AND INDIAN PREFERENCE policy shall be given to qualified applicants who are enrolled members of the Dry Creek Band of Pomo Indians. Secondary consideration shall be given to lawful spouses or domestic partners of enrolled Tribal members, and tertiary consideration shall be given to those enrolled in other federally recognized tribes.

JOB SUMMARY: The Gaming Commissioner is elected by the DCRBPI Tribal Board to serve under provisions set forth in the Tribe's Gaming Ordinance. The position carries out all regulatory responsibilities under the Gaming Ordinance, federal gaming laws and regulations, and the Tribe's Gaming Compact. The Gaming Commissioner must understand and be knowledgeable of all regulations, internal controls, gaming equipment, audits, gaming license procedures, and any other areas which affect the integrity of the gaming facility operation.

JOB RESPONSIBILITIES:

1. Installs, implements and maintains all surveillance and any other regulatory equipment at the gaming facility in accordance with the Gaming Ordinance, IGRA and the Gaming Compact.
2. Prevents theft, cheating and fraud by implementing and administering policies, procedures and training programs through the auditing, surveillance and compliance functions.
3. Adopts regulations to assure that effective, high quality regulatory and internal control systems which meet or exceed all applicable legal requirements and standards are in effect at all times.
4. Issues rules, regulations and procedures as deemed appropriate to implement the provisions of the Gaming Ordinance and ensures effective enforcement.
5. Implements and administers systems for conducting investigations, licensing and monitoring of employees and others connected with gaming facility operations.
6. Enforces all relevant laws and rules with respect to the gaming facility and conducts investigations and hearings.
7. Ensures the physical safety of gaming patrons, employees and others in the gaming facility.

8. Ensures the physical safeguarding of assets transported to, within and from the gaming facility.
9. Works to prevent illegal activity in the gaming facility by enforcing employee conduct rules, maintaining detailed and permanent recordings of all occurrences and incidents, and establishing employee procedures to detect theft, cheating and fraud.
10. Oversees the compliance, surveillance and audit functions for the purposes of securing gaming facility assets and ensuring the safety of patrons, employees and others.
11. Conducts on-site gaming regulation and control, and inspects, examines and monitors gaming activities.
12. Oversees the background investigation process including the issuing of licenses and identification badges via *Pointguard 7.0 Badging Module, Proximity Card, Programmable HID and Livescan systems*.
13. Ensures confidentiality of all information, processed and reviewed, in the completion of duties.
14. Hear and resolve disputes against the gaming establishment, in accordance with the procedures in the Gaming Ordinance and Gaming Compact.
15. Establishes cooperative working relationships with federal, state and local jurisdictions, the Tribal Government and gaming facility to ensure the effective regulation of the Tribe's gaming operations.
16. Prepares the annual budget for each fiscal year and submits annual! reports summarizing all accounting activities of Gaming Commission operations.
17. Meets the attendance guidelines of the job and adheres to regulatory, departmental and Gaming Commission policies and procedures.
18. Attends all required meetings and training.
19. Performs other duties as assigned.

QUALIFICATIONS:

1. 4+ years of management experience required; Or equivalent combination of education and experience.
2. Ability to analyze numerical data, including statistical information.
3. High level of computer literacy with business applications such as word processing and spreadsheet software.
4. Working knowledge of NIGC regulations and the California State Tribal Compact required.
5. Ability to read, analyze and interpret various business communications (letters, memoranda, etc.) and take appropriate action.
6. Must be able to read, interpret and understand laws, governmental regulations, procedures and other governmental communications and documents.
7. Ability to solve complex problems and deal with a variety of concrete and abstract variables in situations where only limited standardization exists.
8. Must have working knowledge of all types of games within the gaming facility operation.

9. Must be willing to work flexible schedules including weekends, holidays and nights; Must be will to work on-call.
10. Must have strong organizational, prioritizing and recordkeeping skills.
11. Must be able to manage a number of priorities simultaneously, establish and meet deadlines and supervise support staff. Must have excellent oral and written communication skills.

PHYSICAL, ENVIRONMENTAL AND INTELLECTUAL CONDITIONS:

1. Must be able to work independently.
2. Must be able to lift and carry the weight needed to perform the duties of the job,
3. Must be able to make reasonable, professional and sound judgments on appropriate and necessary required corrective action to regain compliance for violations.
4. Must be able to tolerate areas containing secondary smoke.
5. Must be able to get along with co-workers and work as a team member.
6. Must present a well-groomed appearance.

The Dry Creek Rancheria Band of Pomo Indians Board of Directors reserve the right to make changes to this job description.

**MUST PASS A PRE-EMPLOYMENT DRUG TEST,
FINGERPRINT AND BACKGROUND CHECK**

I hereby acknowledge that I have read and reviewed this Job Description with my Supervisor/Manager. I also acknowledge that I have full and complete understanding of this Job Description and agree to the above noted Job Responsibilities/ Conditions, Furthermore, I agree to accept and accomplish any reasonable task assigned by my superiors.

Employee Signature: _____ Date _____

Supervisor Signature: _____ Date: _____



**DRY CREEK RANCHERIA
BAND OF POMO INDIANS**

**RESOLUTION TO APPROVE AND CODIFY
DRY CREEK GAMING ORDINANCE**

RESOLUTION NO. 19-04-27-Approving Gaming Ordinance-003

- WHEREAS,** the Dry Creek Rancheria Band of Pomo Indians ("Tribe") is a federally recognized Indian tribe organized under Articles of Association adopted on September 13, 1972, approved by the Deputy Assistant Secretary of the Interior on April 16, 1973, and amended effective September 22, 1979, by virtue of the powers inherent in tribal sovereignty and those delegated by the United States of America; and
- WHEREAS,** pursuant to Article IV of the Articles, all powers and responsibilities of the Tribe are vested in the Tribal Council, which may delegate powers to the Tribal Board of Directors ("Board"); and
- WHEREAS,** pursuant to Article VII of the Articles, the Board shall take such actions as are necessary to carry into effect the ordinances, resolutions, or other directions of the Tribal Council and represent the community in all negotiations with local, state, and federal governments; and
- WHEREAS,** the Tribe formally amended its Tribal-State Gaming Compact on August 18, 2017, which took effect on January 22, 2018, and again amended the Tribal-State Gaming Compact on August 2, 2018, but that amendment has not yet fully taken effect; and
- WHEREAS,** the updated Compact requires the Tribe to include certain provision for regulatory compliance that require amendments to the Gaming Ordinance dated March 20, 2010; and
- WHEREAS,** the Gaming Commission has reviewed the attached Gaming Ordinance, Appendix A and Appendix B and finds it to be in the best interests of the Tribe; and
- WHEREAS,** the Gaming Commission presented the Tribal Council with a revised Gaming Ordinance, Appendix A and Appendix B, dated September 22, 2018 for final approval on September 22, 2018, which was approved by the Tribal Council and submitted to the National Indian Gaming Commission ("NIGC") for approval; and
- WHEREAS,** the NIGC subsequently notified the Tribe's legal counsel that the revised Gaming Ordinance was not in compliance with current regulations and would require revision; and

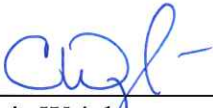
WHEREAS, the Gaming Commission has worked with legal counsel to further revise the Gaming Ordinance, including Appendix A and B, now dated April 27, 2019, and now presents that to the Tribal Council for final approval; and

WHEREAS, Tribal Council has reviewed the Gaming Ordinance and finds it to be in the best interests of the Tribe; and

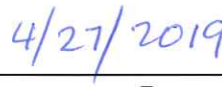
NOW, THEREFORE BE IT RESOLVED, the Tribal Council does hereby approve the Gaming Ordinance dated April 27, 2019, including Appendix A and Appendix B, and directs the Tribal Chairman to submit it to the National Indian Gaming Commission and request approval under the Indian Gaming Regulatory Act.

CERTIFICATION

The foregoing Resolution was presented at a Tribal Council Meeting held on April 27, 2019 and was approved with a quorum present and such Resolution has not been rescinded or amended in any way.



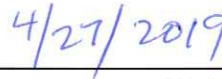
Chris Wright
Chairman



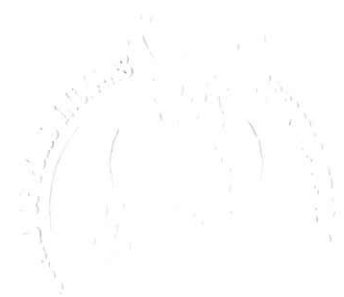
Date



Margie Rojas
Secretary/Treasurer



Date



ARTICLES OF ASSOCIATION
OF THE
DRY CREEK RANCHERIA

(With Amendments (4)
dtd 9/22/79 by
Resolution)

PREAMBLE

We, the Indians of the Dry Creek Rancheria, in order to establish a formal organization and to promote the general welfare of our people in building unity, development of tribal lands, creation of resources and other human development as deemed necessary, do hereby adopt the following Articles of Association.

ARTICLE I - NAME

The name of this organization shall be the Dry Creek Rancheria Tribal Council, hereinafter referred to as the Tribal Council.

ARTICLE II - TERRITORY

The jurisdiction of the Tribal Council shall extend to the land now and hereafter comprised within the Dry Creek Rancheria.

ARTICLE III - MEMBERSHIP

The general membership shall consist of all those persons in the following categories, who have completed an application for membership.

- A. Persons living on the effective day of this document whose names appear on the census of the Indians in, near and up Dry Creek from Healdsburg and on the census of Indians in and near Geyserville included in a letter dated June 4, 1915, from John J. Terrell, Special Indian Agent, to Hon. Cato Sells, Commissioner of Indian Affairs.
- B. Persons living on the effective date of this document, and those born thereafter whose ancestors are named on the census rolls described in (a) above, regardless of whether the named ancestors are living or deceased.
- C. Spouses of members who hold valid assignments on the rancheria, providing the spouse is a California Indian.
- D. Persons who meet the requirements of A, B and C above, shall be ineligible for membership if they have been affiliated with any other tribe, band or group to the extent of being included on a formal membership roll, have received an allotment or formal assignment of land or have been named as a distributee or dependent family member of a distributee in a reservation distribution plan.

E. The Board of Directors, as provided for in Article IV, shall keep the membership roll current by removing the names of persons who became ineligible for membership, or who relinquish their membership in writing, and by adding the names of new members.

ARTICLE IV - GOVERNING BODY

The governing body shall be the Tribal Council, which shall consist of all members eighteen (18) years of age or over. Subject to any limitations imposed by the applicable statutes of the United States or the State of California, all powers and responsibilities shall be vested in the Tribal Council which may delegate powers to the Board of Directors. The Tribal Council shall elect from its membership a Board of Directors consisting of a Chairman, Vice-Chairman, Secretary-Treasurer and two (2) delegates, and such other temporary or permanent committees as are deemed necessary by the Tribal Council.

ARTICLE V - MEETINGS

Meetings of the Tribal Council will be held during the months of April and September of each year, at times and places to be prescribed by the Chairman. Special meetings may be called by the Chairman or by any two (2) members of the Board of Directors, provided that seven (7) days notice be given stating the purpose of the meeting. No business shall be conducted in the absence of a quorum consisting of not less than ~~twenty-five (25%)~~ percent of the voting membership.
25% 15

ARTICLE VI - VOTING RIGHTS & ELECTIONS

Any member of the Tribal Council, eighteen (18) years of age or older shall have the right to vote and if duly nominated and elected may hold office. All elections, whether for office or referendum, shall be by secret ballot. Notice of an election shall be given in writing seven (7) days prior to the election day. Nomination of officers shall be held each two years at the tribal council meeting in September. The date for the election is to be selected at this meeting. A member must be present at the site of the election to vote.

ARTICLE VII - BOARD OF DIRECTORS

The Board of Directors shall take such actions as are necessary to carry into effect the ordinances, resolutions, or other directions of the Tribal Council, represent the community in all negotiations with local, state and federal governments and shall faithfully advise the Tribal Council of all

such negotiations. Members of the Board of Directors shall hold office for two years, or until their successors are duly elected and installed. If an officer shall die, resign, be found guilty of a felony, or be recalled from office, the vacancy so created shall be filled by the Board of Directors at its next meeting, and the replacement shall serve out the unexpired term of office of his predecessor.

ARTICLE VIII - MEETINGS OF BOARD OF DIRECTORS

The Board of Directors shall meet once a month at a time and place set by the Chairman. Notice of meeting shall be given at least 48 hours in advance either by mail or verbal communication. Special meetings shall be convened on call of the Chairman or by two (2) board members. Written notice, stating the purpose of the meeting must be given 24 hours in advance of the meeting date. A quorum shall consist of three (3) members, and no business shall be conducted in the absence of a quorum.

ARTICLE IX - ASSIGNMENTS

The power of the Tribal Council to make assignments of land on the Dry Creek Rancheria shall be set forth in an assignment ordinance, passed by the Tribal Council and approved by the Secretary of the Interior or his authorized representative. Members who own a home or are buying a home off the rancheria will not be eligible for an assignment on the rancheria.

ARTICLE X - BILL OF RIGHTS

The protection guaranteed to persons by Title II of the Civil Rights Act of 1968 (82 Stat. 73) against actions of a tribe in the exercise of its powers of self-government shall apply to the Dry Creek Rancheria, its officers and all persons within its jurisdiction.

ARTICLE XI - DUTIES OF OFFICERS

A. The chairman of the Board of Directors shall preside at all meetings of the Tribal Council and of the Board of Directors, and shall execute on behalf of the rancheria all contracts, leases, or other documents approved by the Tribal Council. He shall have general supervision of all other officers, employees and committees of the rancheria and see that their duties are properly performed. When neither the Tribal Council nor the Board of Directors is in session, he shall be the official representative of the rancheria.

B. The vice-chairman shall assist the chairman when called upon to do so, and in the absence of the chairman he shall have the duties of that officer.

C. The secretary-treasurer shall keep the minutes of all meetings and shall attest to the enactment of all resolutions and ordinances. Copies of all minutes, resolutions, and ordinances shall be submitted by him to the Bureau of Indian Affairs as soon after enactment as possible. The secretary-treasurer shall carry out the financial directives of the Tribal Council, receive all local monies of the rancheria, and keep an accurate account of the receipts and disbursements. Funds shall be deposited in the rancheria account in a local bank selected by the Tribal Council where depositors' funds are insured by the Federal Deposit Insurance Corporation. All disbursements shall be made by check in accordance with resolutions of the Tribal Council and shall be co-signed by the chairman or the vice-chairman in the absence of the chairman. The secretary-treasurer shall file a bond satisfactory to the Tribal Council and the Area Director, when either are of the opinion sufficient funds have accumulated in the rancheria treasury. The Tribal Council shall authorize payment of the annual bond premium from the local rancheria funds. The secretary-treasurer shall give a financial report to the Tribal Council at each meeting, and all financial records shall be available for inspection by any member of the Dry Creek Indian Rancheria and by representatives of the Bureau of Indian Affairs.

ARTICLE XII - ADOPTION

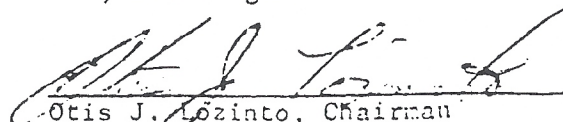
The Articles of Association shall be effective upon approval of the Commissioner of Indian Affairs. Within sixty (60) days after the document has been approved, the Tribal Council shall elect a Board of Directors, pursuant to Articles IV and VI of these articles.

ARTICLE XIII - AMENDMENTS

The Articles of Association may be amended by a majority vote of the eligible voters of the Tribal Council, provided at least ~~fifty-one~~ percent (51%) of the eligible voters participate in a referendum election called for that purpose. A referendum election to amend the Articles of Association must be preceded by a duly called meeting of the Tribal Council at which the proposed amendment has been explained.


CERTIFICATE OF ADOPTION

The undersigned certifies that the foregoing Articles of Association were adopted at a referendum election held September 13, 1972, which election was participated in by a majority of the adult Indians of the Dry Creek Rancheria, resulting in a vote of 17 for, and 0 against.


 Otis J. Lozinto, Chairman
 Dry Creek Rancheria

APPROVAL

The foregoing Articles of Association of the Dry Creek Rancheria, adopted September 13, 1972, are hereby approved with the understanding that (1) Public Law 280 is applicable to Territory; (2) that the word "ancestors" as it appears in Section B of Article III means lineal ancestors; and (3) that the felonious conviction justifying removal of an official from office under Article VII of these Articles of Association must occur during the term of office from which the official is to be removed.


Deputy Assistant Secretary of the Interior

Date: APR 16 1973

Washington, D. C.

NOV 1 1979

Ms. Amy Martin, Chairperson
Dry Creek Rancheria
P.O. Box 413
Geyserville, California 95441

Dear Ms. Martin:

The four (4) Amendments to the Article of Association that were passed at the General Membership Meeting on September 22, 1979, are in effect.

They became in effect the day the General Membership approved them. In our October 16, 1979 memo to the Area Director, we stated that in accordance with Article XIII of the Articles of Association for Dry Creek Rancheria, that no other approval authority is required. In the Area Director's memo of October 19, 1979, he concurred with our decision.

Should you have any questions, feel free to contact our office.

Sincerely yours,

yscd/ Richard H. Barrett

Superintendent

PECalfLooking:fm 10/31/79

cc: 076.2 Dry Creek

INITIALING COPY

**DRY CREEK RANCHERIA**

3250 Highway 128 East
Geyserville, CA. 95441
(707) 433-1209

RESOLUTION

WHEREAS, these amendments to the Articles of Association of Dry Creek Rancheria were proposed to the membership at the general meeting on April 29, 1979:

Amendment I:

Article V of the Articles, Meetings, shall be amended by substituting "fifteen (15%)" in place of "twenty-five (25%)." Article V as amended shall read as follows:

Meetings of the Tribal Council will be held during the months of April and September of each year, at times and places to be prescribed by the Chairman. Special meetings may be called by the Chairman, or by any two (2) members of the Board of Directors, provided that seven (7) days notice be given stating the purpose of the meeting. No business shall be conducted in the absence of a quorum consisting of not less than fifteen (15%) percent of the voting membership.

Amendment II:

Article VII of the Articles, Board of Directors, shall be amended by adding (a) Procedure for Recall. Section (a) shall read as follows:

(a) **Procedure for Recall:**

In the event of recall of a member of the Board of Directors for any reason, the same shall be accomplished by majority vote of duly qualified voting members of the Tribal Council, at a special meeting of the Council for that purpose, written notice of

such meeting having been duly given at least seven (7) days prior to the date of such special meeting.

Amendment III:

Article XIII of the Articles, Amendments, shall be amended by substituting "thirty percent (30%)" in place of "fifty-one percent (51%)." Article XIII as amended shall read as follows:

The Articles of Association may be amended by a majority vote of the eligible voters of the Tribal Council, provided at least thirty percent (30%) of the eligible voters participate in a referendum election called for that purpose. A referendum election to amend the Articles of Association must be preceded by a duly called meeting of the Tribal Council at which the proposed amendments has been explained.

Amendment IV:

By adding Article XIV to the Articles. Article XIV to read as follows:

Article XIV - Housing Authority:

Tribal Council shall have the power to enact an ordinance for the purpose of establishing a housing authority or to join an existing housing authority.

and

WHEREAS, the membership reviewed and discussed these amendments at the general meeting of September 22, 1979, and

WHEREAS, the members feel it is within the best interest of Dry Creek Rancheria to incorporate these amendments into the existing Articles of Association.

NOW THEREFORE BE IT RESOLVED that Amendment numeral I, II, III, and IV respectively be approved by the Tribal Council of Dry Creek Rancheria.

END OF MEETING

CERTIFICATION

This is to certify that the above Resolution was duly adopted at a meeting of Dry Creek Rancheria members, a quorum of 51% of the eligible voters being present, as required by Article XIII, on September 22, 1979, by a vote of 16 ayes, 0 nays and 0 abstaining.

Amy L. Martin
Amy L. Martin, Chairperson

Attest: Grant Smith

00111 5 2078.13

00111 5 2078.13

DRY CREEK GAMING COMMISSION REGULATIONS

for

REGULATION OF ALL GAMING ACTIVITIES ON THE DRY CREEK TRIBAL LANDS

AUTHORITY

The Dry Creek Band of Pomo Indians, a federally recognized Indian Tribe ("Tribe"), with a federally approved gaming ordinance has, consistent with that ordinance, established a three member Gaming Commission charged with the regulation of all gaming activities on the Tribal Lands. Under the authority of and consistent with the Dry Creek Gaming Ordinance of 1996 ("Gaming Ordinance"), the Tribal-State Gaming Compact with the State of California ("Compact"), and the Dry Creek Gaming Commission Minimum Internal Control Standards ("MICS"), the Dry Creek Gaming Commission ("Gaming Commission") hereby promulgates the following regulations which shall hereinafter be referred to as Dry Creek Gaming Commission Regulation 1 through Regulation 18 ("DCGC Regulations").

DEFINITIONS

Unless otherwise specified, the terms used herein shall have the same meaning as in the Compact, except that references to "Commissioners," "Commission," "Gaming Commission," "Tribal Gaming Agency" (as referenced in the Compact), shall mean the Dry Creek Gaming Commission or its Commissioners. "Tribal Lands" shall mean all lands under the jurisdiction and control of the Tribe.

REGULATIONS FOR THE OPERATION AND MANAGEMENT OF GAMING ACTIVITIES ON TRIBAL LANDS

The Gaming Commission adopts and shall enforce the following regulations as part of its responsibility to enforce all relevant laws and rules with respect to all Gaming Activities on Tribal Lands.

Regulation 1: No person under the age of 18 years shall be permitted to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility. At any time the consumption of alcoholic beverages is authorized in the Gaming Facility,

persons under the age of 21 years must be prohibited from being present in any area in which Class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the California Department of Alcoholic Beverage Control.

(see Compact Section 6.4)

Regulation 2: The Gaming Commission shall have the authority to establish fees on gaming license applicants to cover the costs of background investigations and issuing and monitoring compliance with gaming licenses.

(see Compact Section 6.5.4)

Regulation 3: The Gaming Commission shall investigate and report violation of any of the Gaming Commission's regulatory requirements and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Gaming Commission determines are necessary, including but not limited to the following:

- The Gaming Commission shall have the sole and exclusive authority to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees or any other persons who interfere with or violate any applicable Gaming Commission's regulatory requirements.
- All violations and non-compliance shall be documented by the Gaming Commission and shall be reported to the State Gaming Agency if the violations are significant or there are continued violations or failures to comply with the Gaming Commission's orders.

(see Compact Section 7.2)

Regulation 4: Prior to the conduct of any Gaming Activities and at least every two (2) years thereafter, the Gaming Commission shall review the Gaming Facility for compliance with all applicable laws and requirements and, as appropriate, issue a license or renewal thereof, to the Gaming Facility. The license shall be posted in the Gaming Facility at all times.

(see Compact Section 6.4.2)

Regulation 5: Prior to occupancy, the Gaming Commission shall assure that any Gaming Facility construction or modification meets all building and safety codes of the Tribe and the Uniform Building Code, including fire, plumbing, electrical, mechanical and other codes, and the federal Americans with Disabilities Act, and that it assures protection of the health and safety of Gaming Facility patrons, guests, and employees.

The Gaming Commission shall assure that such certification requirements are met and shall issue a certificate of occupancy to the Gaming Facility prior to opening of the facility to the public. The certificate of occupancy shall be posted in a conspicuous public place in the Gaming Facility at all times.

(see Compact Section 6.4.2)

Regulation 6: The Gaming Commission shall require all persons who are required to be licensed to wear, in plain view, an identification badge at all times the person is in the Gaming Facility. The badge must display an identification number, a photograph, and any other information needed to identify the person and the validity of their license.

(see Compact Section 6.5.3)

Regulation 7: The Gaming Commission has the power and authority to conduct investigations and hearings, including but not limited to the following:

- Hear patron complaints.
- Summon persons to attend hearings and testify.
- Take such testimony and receive such evidence as the Gaming Commission deems relevant in fulfilling its duties.
- Administer oaths or affirmations to witnesses appearing before the Gaming Commission or Tribal Court.
- Perform any functions necessary to ensure enforcement of all such relevant and applicable laws and rules.

(see Compact Section 8.1.1)

Regulation 8: The Gaming Commission shall attempt to ensure the physical safety of Gaming Operation patrons and employees, and any other person while engaged in Gaming Activities by adhering to certain practices, policies, and procedures, including but not necessarily limited to the following:

- Assure there is an adopted emergency/evacuation plan for (a) fires; (b) earthquakes; (c) bomb threats; (d) hazardous spills; (e) medical aid for patrons; (f) criminal incidents; and (g) other major incidents as determined by the Gaming Commission.
- Nothing herein shall be construed to make applicable to the Tribe any state laws, regulations, or standards governing the use of tobacco.

- The Gaming Facility shall be required to meet building safety codes in compliance with Tribal and federal laws, and the Compact.
- The Gaming Commission shall approve and maintain a surveillance system consistent with industry standards.
- The Gaming Commission shall approve of Gaming Facility floor plans, cashier's cage, minimum staffing and supervisory requirements, and assure all Gaming Devices meet the technical standards adopted by the Gaming Commission.

(see Compact Section 8.1.2)

Regulation 9: The Gaming Commission shall attempt to ensure the physical safeguarding of assets transported to, within, and from the Gaming Facility by adhering to certain practices, policies, and procedures, including but not necessarily limited to the following:

- All Tribal assets shall be kept in a limited access secured area and transported in a safe manner with prior approval of the Gaming Commission.
- Transportation of Gaming Devices must be in accordance with procedures established in the agreement between the Gaming Commission and the State Gaming Agency.

(see Compact Section 8.1.3)

Regulation 10: The Gaming Commission shall prevent illegal activity from occurring within the Gaming Facility or related to the Gaming Operation on Tribal Lands through practices including but not limited to the maintenance of employee procedures approved by the Gaming Commission and a comprehensive and state of the art surveillance system covering the gaming floor and those areas where tribal assets are maintained or available, as provided below:

- The Gaming Commission shall approve all surveillance equipment and any relocation or alterations thereto, and shall staff the operation and maintenance of the surveillance equipment.
- Unless previously authorized in writing by the Gaming Commission, no person shall touch, obscure, move, manipulate, cover, or otherwise tamper with any camera or surveillance equipment without express written authorization from the Gaming Commission.

- The Gaming Commission shall establish and maintain employee procedures to detect theft, cheating, and fraud (i.e., no pockets on clothing worn in cage; cameras focused in at all times during counts).

(see Compact Section 8.1.4)

Regulation 11: The Gaming Commission shall ensure the recording of any and all occurrences within the Gaming Facility or related to the Gaming Operation that deviate from normal operating policies and procedures (hereafter "incidents"). The procedure for recording incidents shall be as follows:

- Security personnel and any other employee responsible for tracking incidents shall record in writing all incidents, regardless of an employee's determination that the incident may be immaterial.
- A sequential number shall be assigned to each incident report.
- Each incident report shall be permanently recorded in writing in indelible ink in a bound notebook from which pages cannot be removed and in which entries are made on each side of each page.
- Each report shall include, at a minimum, (a) the record number; (b) the date; (c) the time; (d) the location of the incident; (e) a detailed description of the incident; (f) name and any other identification of the persons involved in the incident; and (g) the security department employee or other employee assigned to the incident.
- Recording of incidents may also include still photographs or surveillance camera shots if available.

(see Compact Section 8.1.5)

Regulation 12: The Gaming Commission will establish employee procedures in the Gaming Facility related to the Gaming Operation designed to permit the detection of any irregularities, theft, cheating, fraud, and the like, which are consistent with industry practice, including but not necessarily limited to the power and authority for the Gaming Commission to:

- Inspect, examine, and monitor Gaming Activities, including the authority to demand access to and inspect, examine, photocopy, and audit all papers, books, and records respecting such Gaming Activities.
- Investigate any suspicion of wrongdoing in connection with any Gaming Activities.

- Conduct, or cause to be conducted, such investigations as may be necessary to determine compliance with any DCGC Regulations and any relevant and applicable laws and rules, contracts, agreements, goods, services, events, incidents, or other matters related to Gaming Activities or the Gaming Operation.
- Conduct, or cause to be conducted, background investigations regarding any person in any way connected with any Gaming Activities or the Gaming Operation.
- Issue licenses to, at a minimum, all Key Employees and Primary Management Officials according to requirements at least as stringent as those set forth in applicable laws and regulations. Nothing contained herein precludes the Gaming Commission from requiring more stringent licensing requirements. Consistent with Section 6.4.8. of the Gaming Compact, the Gaming Commission shall issue only a temporary license to any person until a determination is made that all qualifications for a gaming license have been met.

(see Compact Section 8.1.6)

Regulation 13: The Gaming Commission shall ensure maintenance of a list of persons barred from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of Gaming Activities or the integrity of regulated gaming within the State of California. This list shall include self-barred patrons and patrons barred by the Gaming Facility's management or the Gaming Commission. The procedures for maintaining this list shall include but not necessarily be limited to the following:

- The Gaming Commission will maintain a central repository of such names and such information may be available to any tribal Gaming Commission upon request.
- Any banning notice must be completed, signed by patron (if possible), and a photo attached. All banned patrons shall be notified that they must receive written approval from the Gaming Commission or Gaming Management before they are allowed to re-enter the Gaming Facility.
- Regulations for banning patrons must be approved by the Gaming Commission, and may include the penalties (and/or length of ban) for different types of actions that may result in the banning of a patron.
- The documentation for any banned patron shall include, as available:
 1. The person's full name, including any aliases and nicknames;

2. Date of birth;
3. Home address;
4. Photocopy of the person's acceptable identification card (driver's license, passport, state ID card);
5. Residence and work telephone numbers;
6. A physical description and any other identifying characteristics;
7. The nature of the offense;
8. Any known accomplices;
9. Name of the manager authorizing the ejection; and
10. Photographs (2) for banned patron records and database.

(see Compact Section 8.1.7)

Regulation 14: The Gaming Commission shall ensure the conduct of an audit of the Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

(see Compact Section 8.1.8)

Regulation 15: The Gaming Commission must approve all rules and regulations of each Class III game to be operated by the Tribe, and of any changes in those rules and regulations. No Class III game may be offered to the public until approved by the Gaming Commission.

(see Compact Section 8.1.9)

Regulation 16: The Gaming Commission shall:

- Maintain a copy of the rules, regulations, and procedures for each game as played, including but not limited to the method of play and the odds and method of determining amounts paid to winners.
- Ensure that information regarding the method of play, odds, and payoff determinations are visibly displayed or available to patrons in written form in the Gaming Facility.
- Ensure that betting limits applicable to any gaming activity are displayed at the location of the game.
- Ensure that in the event of a patron dispute over the application of any gaming rule or regulation, the matter shall be handled in accordance with industry practice and the principles of fairness, and consistent with DCGC Regulations.

(see Compact Section 8.1.10)

Regulation 17: The Gaming Commission shall maintain a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe. Prior to opening the gaming activities, the system must be approved by, and may not be modified without the approval of, the Gaming Commission. The Gaming Commission shall maintain current copies of the Gaming Facility floor plan and closed-circuit television system at all times, and any proposed modifications to the system shall be approved by the Gaming Commission.

(see Compact Section 8.1.11)

Regulation 18: The Gaming Commission shall ensure the cashier's cage is maintained and staffed in accordance with industry standards for such gaming facilities. This shall include but not necessarily be limited to the following:

- Each camera required for the cage shall be installed in a manner that will prevent it from being readily obstructed, tampered with, disabled, or moved.
- The cage areas must include a sufficient number of monitors and recorders to simultaneously display and record multiple cage activities, including monitoring and recording by a dedicated camera or motion activated camera that provides coverage to sufficiently identify chip values and amounts on fill and credit slips.

(see Compact Section 8.1.12)

Regulation 19: The Gaming Commission shall ensure that specifications for minimum staff and supervisory requirements for each gaming activity to be conducted, include but are not necessarily limited to the following:

- Investigation, licensing, and monitoring employees and others connected with the Gaming Activities.
- At a minimum, an adequate number of staff and supervisors must be present during Class III Gaming Activities so that minimum regulatory requirements are met. The Gaming Commission may require additional staffing at any time to meet regulatory requirements.

(see Compact Section 8.1.13)

Regulation 20: Prior to opening of the Gaming Facility, the Gaming Commission shall adopt technical standards and specifications for the operation of Gaming Devices and other games authorized by the Gaming Commission to be

conducted in the Gaming Facility. Technical specifications for gaming devices shall be no less stringent than those approved by the Gaming Laboratories International ("GLI"), including but not limited to the following:

- Continued compliance with GLI-11/12, which has been adopted by the Gaming Commission, provided, however, that nothing herein shall be construed to preclude the Gaming Commission's adoption of alternative standards and specifications that meet the requirements of Section 8.1.14. of the Compact and standards adopted by the Gaming Commission.
- The Gaming Commission shall have the power and authority to amend this regulation, including to recommend more stringent technical specifications.

(see Compact Section 8.1.14)


Regulation 21: Consistent with applicable law and the Compact, any regulations for the operation and management of Gaming Activities not covered by these regulations shall be within the sole and exclusive purview of the Gaming Commission. The Gaming Commission shall have the power and authority to administer and enforce any such regulations, and to revise such regulations as deemed necessary.

AMENDMENTS

All Gaming Commissions Regulations set forth herein are subject to revision, repeal, or amendment by the Gaming Commission at any time.

CERTIFICATION

14th The foregoing regulations were adopted by the Gaming Commission this day of September, 2002, and shall remain in effect until revised.


By: _____



Dry Creek Gaming Commission

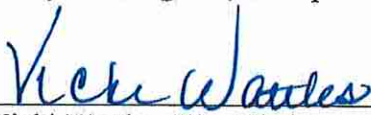
1550 Airport Blvd, Ste. 120, Santa Rosa Ca, 95403

Phone: (707) 522-4280 Fax: (707) 522-4278

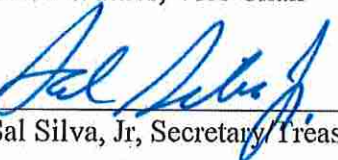
The undersigned, constituting three of the three members of the Dry Creek Gaming Commission, hereby certify that the following Dry Creek Gaming Commission Regulation 22 was approved by a vote of three ayes of the Commission on October 17, 2018.



Kirby Cunningham, Chairperson



Vicki Wattles, Vice Chair



Sal Silva, Jr, Secretary/Treasurer

DRY CREEK GAMING COMMISSION REGULATIONS

For

REGULATION OF ALL GAMING ACTIVITIES ON THE DRY CREEK TRIBAL LANDS

AUTHORITY

The Dry Creek Band of Pomo Indians, a federally recognized Indian Tribe ("Tribe"), with a federally approved gaming ordinance has, consistent with that ordinance, established a three member Gaming Commission charged with the regulation of all gaming activities on the Tribal Lands. Under the authority of and consistent with the Dry Creek Gaming Ordinance of 1996 ("Gaming Ordinance"), the Tribal-State Gaming Compact with the State of California ("Compact"), and the Dry Creek Gaming Commission Minimum Internal Control Standards ("MICS"), the Dry Creek Gaming Commission ("Gaming Commission") hereby promulgates the following regulations which shall hereinafter be referred to as Dry Creek Gaming Commission Regulation 22 ("DCGC Regulations").

DEFINITIONS

Unless otherwise specified, the terms used herein shall have the same meaning as in the Compact, except that references to "Commissioners," "Commission," "Gaming Commission," "Tribal Gaming Agency" (as referenced in the Compact), shall mean the Dry Creek Gaming Commission or its Commissioners. "Tribal Lands" shall mean all lands under the jurisdiction and control of the Tribe.

REGULATIONS FOR THE OPERATION AND MANAGEMENT OF GAMING ACTIVITIES ON TRIBAL LANDS

The Gaming Commission adopts and shall enforce the following regulations as part of its responsibility to enforce all relevant laws and rules with respect to all Gaming Activities on Tribal Lands.

Regulation 22: PATRON DISPUTES – CLASS III GAMING

1. Purpose. In accordance with Section 10.0 of the Compact, any patron may make a complaint regarding the play or operation of any Class III game, including any refusal to pay the patron any alleged winnings from any Class III game, and such complaint shall be handled fairly and in accordance with this Patron Disputes Regulation.
2. Initial Complaint. Any patron who has a dispute over the play or operation of any Class III game must make a written complaint to casino management within seven (7) days of the play or operation at issue. Such written complaint must be made on the "Patron Dispute Notice of Claim" form, which must be completed in its

entirety, and will be deemed an "Initial Complaint." Casino management shall ensure that a copy of any Initial Complaint/Patron Dispute Notice of Claim form received will be promptly forwarded to the Gaming Commission.

- a. Upon receiving an Initial Complaint, casino management shall make an effort to resolve the dispute to the patron's satisfaction. Casino management may exercise its discretion in making business decisions regarding cost/benefit considerations in the best interest of the Tribe, however, any settlement in excess of \$1,000.00 must first be authorized by the Gaming Commission. If casino management is able to resolve the dispute to the patron's satisfaction, the settlement shall be documented, including signature of the patron stipulating satisfaction with the settlement. Such documentation shall be forwarded to the Regulatory Department and the Gaming Commission.
- b. If casino management is unable to resolve the patron's Initial Complaint to the patron's satisfaction, the patron shall be given written notice (hereinafter "Patron Dispute Decision & Right to Appeal") within twenty-one (21) days of receiving the Initial Complaint of the following:
 - i. Casino management's decision concerning the patron's Initial Complaint;
 - ii. Notice that the patron has the right to file a written appeal of casino management's decision to the Gaming Commission;
 - iii. Notice that an appeal to the Gaming Commission must be filed within fifteen (15) days of receiving the Patron Dispute Decision & Right to Appeal; and
 - iv. Notice that if the dispute is not resolved to the patron's satisfaction by the Gaming Commission, the patron may seek resolution by the Tribal Court.
 - v. The patron must acknowledge receipt of the Patron Dispute Decision & Right to Appeal notice by signature.
 - vi. The Patron Dispute Decision & Right to Appeal shall be accompanied by a copy of the Gaming Commission's Patron Disputes Regulation.
 - vii. In the event the patron is not provided with a copy of the Patron Dispute Decision & Right to Appeal notice within thirty (30) days of the patron's submission of the Initial Complaint, then the patron may seek resolution of the dispute by the Gaming Commission for

up to one hundred eighty (180) days after submission of the Initial Complaint.

3. Appeal to the Gaming Commission. If the patron's Initial Complaint is not resolved to the patron's satisfaction by casino management, the patron may request resolution of the dispute by the Gaming Commission. Such request must be in writing and must be received by the Gaming Commission within fifteen (15) days of the patron receiving the Patron Dispute Decision & Right to Appeal notice.
 - a. Patron Disputes Procedures. The Patron Dispute Decision & Right to Appeal notice provided to the patron shall be accompanied by a copy of the Gaming Commission's Patron Disputes Regulation.
 - b. Gaming Commission Investigation. Upon receipt of the patron's written appeal, the Gaming Commission shall investigate the dispute. At a minimum, the agent called upon to investigate a patron dispute shall:
 - i. Fully identify the patron;
 - ii. Review surveillance footage (if available);
 - iii. Identify and interview witnesses (if available);
 - iv. If the dispute concerns a gaming device's alleged winnings, with the assistance of the Slot Department, conduct a full operational check, including the following if applicable:
 - A. A photo of the machine screen;
 - B. Recording machine number, location number, denomination, and machine type;
 - C. Recording combination displayed, coins/lines played, jackpot or win amount;
 - D. Recording machine paid amount and/or balance due;
 - E. Recording tilt or malfunction code;
 - F. Recording condition of the reels, to include pay table and reel test;
 - G. Verifying tape on EPROMS with Gaming Commission Agents; and
 - H. Recording machine play coin in, coin out, coin drop, number of games played, condition of coin comparator/bill validator (BV) canister.
 - v. When possible, attempt a compromise between patron and casino management. If practical to do so and no agreement is reached at the time, the agent shall seize and hold disputed winnings at the

Cage. If it is not practical to seize disputed winnings, the agent shall allow payment as casino management deems appropriate.

- vi. If it is determined that any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the patron's claim for the winnings shall be denied but the patron shall be awarded reimbursement of the amounts wagered by the patron that were lost as a result of any mechanical, electronic or electromechanical failure.
 - vii. All investigative efforts, opinions, observations, etc., must be recorded on an incident report form or within the Computerized Report System.
 - viii. Forward the report and any supporting evidence to the Gaming Commission in a timely manner.
- c. Gaming Commission Decision. Upon completion of the investigation, and not later than sixty (60) days from the date of the appeal, the Gaming Commission shall make written notification to the patron and casino management of the Gaming Commission's ruling and of the patron's right to appeal. The Gaming Commission's decision shall be consistent with industry practice and shall set forth the reasons for the decision. In reaching its decision, the Gaming Commission reserves the right to conduct a hearing in accordance with the Gaming Commission's hearing procedures or to request additional information at any time as deemed necessary to evaluate or settle the dispute.
4. Appeal to Tribal Court. If the patron is dissatisfied with the Gaming Commission's resolution of the dispute, or if no decision is issued within sixty (60) days of the date of the appeal, the patron may seek resolution in the Tribe's Tribal Court in accordance with the rules of the Court. The rules of the Tribal Court must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process.
- a. If the award is issued against the Gaming Operation, every effort shall be made to satisfy the award within sixty (60) days after the date the award is issued.
5. Appeal to Tribal Appellate Court. Any party dissatisfied with the award of the Tribal Court may invoke the jurisdiction of the Tribal Appellate Court in accordance with the rules of the Appellate Court.

- a. If there is a conflict in the evidence and a reasonable fact-finder could have resolved the conflict either way, the decision of the Tribal Court will not be overturned on appeal.
6. Exhaustion of Tribal Remedies. A patron must exhaust the tribal remedies set forth in the Patron Disputes Regulation. A patron's failure to exhaust or to strictly comply with any aspect of the patron disputes resolution process shall result in the forfeiture of the patron's opportunity to pursue a dispute against the Gaming Operation.
7. Availability of Patron Disputes Resolution Process. An explanation of the patron disputes resolution process shall be posted or otherwise made available in the Casino.
8. Cost to Patron. Resolution of a dispute before the Tribal Court system shall be at no cost to the patron (excluding patron's attorney's fees).

(see Compact Section 10.0)

AMENDMENTS

All Gaming Commissions Regulations set forth herein are subject to revision, repeal, or amendment by the Gaming Commission at any time.

CERTIFICATION

The foregoing regulations were adopted by the Gaming Commission this 17 day of October, 2018, and shall remain in effect until revised.

By: 

TRIBAL-STATE COMPACT
BETWEEN
THE STATE OF CALIFORNIA
AND THE
DRY CREEK RANCHERIA
OF POMO INDIANS

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MODEL TRIBAL LABOR RELATIONS ORDINANCE

TRIBAL-STATE GAMING COMPACT

Between the DRY CREEK RANCHERIA, a federally recognized Indian Tribe,
and the
STATE OF CALIFORNIA

This Tribal-State Gaming Compact is entered into on a government-to-government basis by and between the Dry Creek Rancheria, a federally-recognized sovereign Indian tribe (hereafter "Tribe"), and the State of California, a sovereign State of the United States (hereafter "State"), pursuant to the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, codified at 18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.) (hereafter "IGRA"), and any successor statute or amendments.

PREAMBLE

A. In 1988, Congress enacted IGRA as the federal statute governing Indian gaming in the United States. The purposes of IGRA are to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments; to provide a statutory basis for regulation of Indian gaming adequate to shield it from organized crime and other corrupting influences; to ensure that the Indian tribe is the primary beneficiary of the gaming operation; to ensure that gaming is conducted fairly and honestly by both the operator and players; and to declare that the establishment of an independent federal regulatory authority for gaming on Indian lands, federal standards for gaming on Indian lands, and a National Indian Gaming Commission are necessary to meet congressional concerns.

B. The system of regulation of Indian gaming fashioned by Congress in IGRA rests on an allocation of regulatory jurisdiction among the three sovereigns involved: the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes only if such activities are: (1) authorized by a tribal ordinance, (2) located in a state that permits such gaming for any purpose by any person, organization or entity, and (3) conducted in conformity with a gaming compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

C. The Tribe does not currently operate a gaming facility that offers Class III gaming activities. However, on or after the effective date of this Compact, the Tribe intends to develop and operate a gaming facility offering Class III gaming activities on its reservation land, which is located in Sonoma County of California.

D. The State enters into this Compact out of respect for the sovereignty of the Tribe; in recognition of the historical fact that Indian gaming has become the single largest revenue-producing activity for Indian tribes in the United States; out of a desire to terminate pending "bad faith" litigation between the Tribe and the State; to initiate a new era of tribal-state cooperation in areas of mutual concern; out of a respect for the sentiment of the voters of California who, in approving Proposition 5, expressed their belief that the forms of gaming authorized herein should be allowed; and in anticipation of voter approval of SCA 11 as passed by the California legislature.

E. The exclusive rights that Indian tribes in California, including the Tribe, will enjoy under this Compact create a unique opportunity for the Tribe to operate its Gaming Facility in an economic environment free of competition from the Class III gaming referred to in Section 4.0 of this Compact on non-Indian lands in California. The parties are mindful that this unique environment is of great economic value to the Tribe and the fact that income from Gaming Devices represents a substantial portion of the tribes' gaming revenues. In consideration for the exclusive rights enjoyed by the tribes, and in further consideration for the State's willingness to enter into this Compact, the tribes have agreed to provide to the State, on a sovereign-to-sovereign basis, a portion of its revenue from Gaming Devices.

F. The State has a legitimate interest in promoting the purposes of IGRA for all federally-recognized Indian tribes in California, whether gaming or non-gaming. The State contends that it has an equally legitimate sovereign interest in regulating the growth of Class III gaming activities in California. The Tribe and the State share a joint sovereign interest in ensuring that tribal gaming activities are free from criminal and other undesirable elements.

Section 1.0. PURPOSES AND OBJECTIVES.

The terms of this Gaming Compact are designed and intended to:

(a) Evidence the goodwill and cooperation of the Tribe and State in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the parties.

(b) Develop and implement a means of regulating Class III gaming, and only Class III gaming, on the Tribe's Indian lands to ensure its fair and honest operation in accordance with IGRA, and through that regulated Class III gaming, enable the Tribe to develop self-sufficiency, promote tribal economic development, and generate jobs and revenues to support the Tribe's government and governmental services and programs.

(c) Promote ethical practices in conjunction with that gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Tribe's Gaming Operation and protecting against the presence or participation of persons whose criminal backgrounds, reputations, character, or associations make them unsuitable for participation in gaming, thereby maintaining a high level of integrity in tribal government gaming.

Sec. 2.0. DEFINITIONS.

Sec. 2.1. "Applicant" means an individual or entity that applies for a Tribal license or State certification.

Sec. 2.2. "Association" means an association of California tribal and state gaming regulators, the membership of which comprises up to two representatives from each tribal gaming agency of those tribes with whom the State has a gaming compact under IGRA, and up to two delegates each from the state Division of Gambling Control and the state Gambling Control Commission.

Sec. 2.3. "Class III gaming" means the forms of Class III gaming defined as such in 25 U.S.C. Sec. 2703(8) and by regulations of the National Indian Gaming Commission.

Sec. 2.4. "Gaming Activities" means the Class III gaming activities authorized under this Gaming Compact.

Sec. 2.5. "Gaming Compact" or "Compact" means this compact.

Sec. 2.6. "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.

Sec. 2.7. "Gaming Employee" means any person who (a) operates, maintains, repairs, assists in any Class III gaming activity, 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 Agency 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.

Sec. 2.8. "Gaming Facility" or "Facility" means any building in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming Operation, provided that nothing herein prevents the conduct of Class II gaming (as defined under IGRA) therein.

Sec. 2.9. "Gaming Operation" means the business enterprise that offers and operates Class III Gaming Activities, whether exclusively or otherwise.

Sec. 2.10. "Gaming Ordinance" means a tribal ordinance or resolution duly authorizing the conduct of Class III Gaming Activities on the Tribe's Indian lands and approved under IGRA.

Sec. 2.11. "Gaming Resources" means any goods or services provided or used in connection with Class III Gaming Activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, gambling devices and ancillary equipment, implements of gaming activities such as playing cards and dice, furniture designed primarily for Class III gaming activities, maintenance or security equipment and services, and Class III gaming consulting services. "Gaming Resources" does not include professional accounting and legal services.

Sec. 2.12. "Gaming Resource Supplier" means any person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases, or otherwise purveys Gaming Resources to the Gaming Operation or Gaming Facility, provided that the Tribal Gaming Agency may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with, Gaming Activities, if the purveyor is not otherwise a Gaming Resource Supplier as described by of Section 6.4.5, the compensation received by the

purveyor is not grossly disproportionate to the value of the goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the Gambling Operation.

Sec. 2.13. "IGRA" means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.) any amendments thereto, and all regulations promulgated thereunder.

Sec. 2.14. "Management Contractor" means any Gaming Resource Supplier with whom the Tribe has contracted for the management of any Gaming Activity or Gaming Facility, including, but not limited to, any person who would be regarded as a management contractor under IGRA.

Sec. 2.15. "Net Win" means "net win" as defined by American Institute of Certified Public Accountants.

Sec. 2.16. "NIGC" means the National Indian Gaming Commission.

Sec. 2.17. "State" means the State of California or an authorized official or agency thereof.

Sec. 2.18. "State Gaming Agency" means the entities authorized to investigate, approve, and regulate gaming licenses pursuant to the Gambling Control Act (Chapter 5 (commencing with Section 19800) of Division 8 of the Business and Professions Code).

Sec. 2.19. "Tribal Chairperson" means the person duly elected or selected under the Tribe's organic documents, customs, or traditions to serve as the primary spokesperson for the Tribe.

Sec. 2.20. "Tribal Gaming Agency" means the person, agency, board, committee, commission, or council designated under tribal law, including, but not limited to, an intertribal gaming regulatory agency approved to fulfill those functions by the National Indian Gaming Commission, as primarily responsible for carrying out the Tribe's regulatory responsibilities under IGRA and the Tribal Gaming Ordinance. No person employed in, or in connection with, the management, supervision, or conduct of any gaming activity may be a member or employee of the Tribal Gaming Agency.

Sec. 2.21. "Tribe" means the Dry Creek Rancheria, a federally-recognized Indian tribe, or an authorized official or agency thereof.

Sec. 3.0 CLASS III GAMING AUTHORIZED AND PERMITTED. The Tribe is hereby authorized and permitted to engage in only the Class III Gaming Activities expressly referred to in Section 4.0 and shall not engage in Class III gaming that is not expressly authorized in that Section.

Sec. 4.0. SCOPE OF CLASS III GAMING.

Sec. 4.1. Authorized and Permitted Class III gaming. The Tribe is hereby authorized and permitted to operate the following Gaming Activities under the terms and conditions set forth in this Gaming Compact:

- (a) The operation of Gaming Devices.
- (b) Any banking or percentage card game.
- (c) The operation of any devices or games that are authorized under state law to the California State Lottery, provided that the Tribe will not offer such games through use of the Internet unless others in the state are permitted to do so under state and federal law.

(e) Nothing herein shall be construed to preclude negotiation of a separate compact governing the conduct of off-track wagering at the Tribe's Gaming Facility.

Sec. 4.2. Authorized Gaming Facilities. The Tribe may establish and operate not more than two Gaming Facilities, and only on those Indian lands on which gaming may lawfully be conducted under the Indian Gaming Regulatory Act. The Tribe may combine and operate in each Gaming Facility any forms and kinds of gaming permitted under law, except to the extent limited under IGRA, this Compact, or the Tribe's Gaming Ordinance.

Sec. 4.3. Sec. 4.3. Authorized number of Gaming Devices

Sec. 4.3.1 The Tribe may operate no more Gaming Devices than the larger of the following:

- (a) A number of terminals equal to the number of Gaming Devices operated by the Tribe on September 1, 1999; or
- (b) Three hundred fifty (350) Gaming Devices.

Sec. 4.3.2. Revenue Sharing with Non-Gaming Tribes.

(a) For the purposes of this Section 4.3.2 and Section 5.0, the following definitions apply:

(i) A "Compact Tribe" is a tribe having a compact with the State that authorizes the Gaming Activities authorized by this Compact. Federally-recognized tribes that are operating fewer than 350 Gaming Devices are "Non-Compact Tribes." Non-Compact Tribes shall be deemed third party beneficiaries of this and other compacts identical in all material respects. A Compact Tribe that becomes a Non-Compact Tribe may not thereafter return to the status of a Compact Tribe for a period of two years becoming a Non-Compact Tribe.

(ii) The Revenue Sharing Trust Fund is a fund created by the Legislature and administered by the California Gambling Control Commission, as Trustee, for the receipt, deposit, and distribution of monies paid pursuant to this Section 4.3.2.

(iii) The Special Distribution Fund is a fund created by the Legislature for the receipt, deposit, and distribution of monies paid pursuant to Section 5.0.

Sec. 4.3.2.1. Revenue Sharing Trust Fund.

(a) The Tribe agrees with all other Compact Tribes that are parties to compacts having this Section 4.3.2, that each Non-Compact Tribe in the State shall receive the sum of \$1.1 million per year. In the event there are insufficient monies in the Revenue Sharing Trust Fund to pay \$1.1 million per year to each Non-Compact Tribe, any available monies in that Fund shall be distributed to Non-Compact Tribes in equal shares. Monies in excess of the amount necessary to \$1.1 million to each Non-Compact Tribe shall remain in the Revenue Sharing Trust Fund available for disbursement in future years.

(b) Payments made to Non-Compact Tribes shall be made quarterly and in equal shares out of the Revenue Sharing Trust Fund. The Commission shall serve as the trustee of the fund. The Commission shall have no discretion with respect to the use or disbursement of the trust funds. Its sole authority shall be to serve as a depository of the trust funds and to disburse them on a quarterly basis to Non-Compact Tribes. In no event shall the State's General Fund be obligated to make up any shortfall or pay any unpaid claims.

Sec. 4.3.2.2. Allocation of Licenses.

(a) The Tribe, along with all other Compact Tribes, may acquire licenses to use Gaming Devices in excess of the number they are authorized to use under Sec. 4.3.1, but in no event may the Tribe operate more than 2,000 Gaming Devices, on the following terms, conditions, and priorities:

(1). The maximum number of machines that all Compact Tribes in the aggregate may license pursuant to this Section shall be a sum equal to 350 multiplied by the number of Non-Compact tribes as of September 1, 1999, plus the difference between 350 and the lesser number authorized under Section 4.3.1.

(2) The Tribe may acquire and maintain a license to operate a Gaming Device by paying into the Revenue Sharing Trust Fund, on a quarterly basis, in the following amounts:

Number of Licensed Devices	Fee Per Device Per Annum
1-350	\$0
351-750	\$900
751-1250	\$1950
1251-2000	\$4350

(3) Licenses to use Gaming Devices shall be awarded as follows:

(i) First, Compact Tribes with no Existing Devices (i.e., the number of Gaming Devices operated by a Compact Tribe as of September 1, 1999) may draw up to 150 licenses for a total of 500 Gaming Devices;

(ii) Next, Compact Tribes authorized under Section 4.3.1 to operate up to and including 500 Gaming Devices as of September 1, 1999 (including tribes, if any, that have acquired licenses through subparagraph (i)), may draw up to an additional 500 licenses, to a total of 1000 Gaming Devices;

(iii) Next, Compact Tribes operating between 501 and 1000 Gaming Devices as of September 1, 1999 (including tribes, if any, that have acquired licenses through subparagraph (ii)), shall be entitled to draw up to an additional 750 Gaming Devices;

(iv) Next, Compact Tribes authorized to operate up to and including 1500 gaming devices (including tribes, if any, that have acquired licenses through subparagraph (iii)), shall be entitled to draw up to an additional 500 licenses, for a total authorization to operate up to 2000 gaming devices.

(v) Next, Compact Tribes authorized to operate more than 1500 gaming devices (including tribes, if any, that have acquired licenses through subparagraph (iv)), shall be entitled to draw additional licenses up to a total authorization to operate up to 2000 gaming devices.

(vi). After the first round of draws, a second and subsequent round(s) shall be conducted utilizing the same order of priority as set forth above. Rounds shall continue until tribes cease making draws, at which time draws will be discontinued for one month or until the Trustee is notified that a tribe desires to acquire a license, whichever last occurs.

(e) As a condition of acquiring licenses to operate Gaming Devices, a non-refundable one-time pre-payment fee shall be required in the amount of \$1,250 per Gaming Device being licensed, which fees shall be deposited in the Revenue Sharing Trust Fund. The license for any Gaming Device shall be canceled if the Gaming Device authorized by the license is not in commercial operation within twelve months of issuance of the license.

Sec. 4.3.2.3. The Tribe shall not conduct any Gaming Activity authorized by this Compact if the Tribe is more than two quarterly contributions in arrears in its license fee payments to the Revenue Sharing Trust Fund.

Sec. 4.3.3. If requested to do so by either party after March 7, 2003, but not later than March 31, 2003, the parties will promptly commence negotiations in good faith with the Tribe concerning any matters encompassed by Sections 4.3.1 and Section 4.3.2, and their subsections.

SEC. 5.0 REVENUE DISTRIBUTION

Sec. 5.1. (a) The Tribe shall make contributions to the Special Distribution Fund created by the Legislature, in accordance with the following schedule, but only with respect to the number of Gaming Devices operated by the Tribe on September 1, 1999:

<u>Number of Terminals in Quarterly Device Base</u>	<u>Percent of Average Gaming Device Net Win</u>
1 - 200	0%
201 - 500	7%
501 - 1000	7% applied to the excess over 200 terminals, up to 500 terminals, plus 10% applied to terminals over 500 terminals, up to 1000 terminals.
1000+	7% applied to excess over 200, up to 500 terminals, plus 10% applied to terminals over 500, up to 1000 terminals, plus 13% applied to the excess above 1000 terminals.

(b) The first transfer to the Special Distribution Fund of its share of the gaming revenue shall be made at the conclusion of the first calendar quarter following the second anniversary date of the effective date of this Compact.

Sec. 5.2. Use of funds. The State's share of the Gaming Device revenue shall be placed in the Special Distribution Fund, available for appropriation by the Legislature for the following purposes: (a) grants, including any administrative costs, for programs designed to address gambling addiction; (b) grants, including any administrative costs, for the support of state and local government agencies impacted by tribal government gaming; (c) compensation for regulatory costs incurred by the State Gaming Agency and the state Department of Justice in connection with the implementation and administration of the Compact; (d) payment of shortfalls that may occur in the Revenue Sharing Trust Fund; and (e) any other purposes specified by the Legislature. It is the intent of the parties that Compact Tribes will be consulted in the process of identifying purposes for grants made to local governments.

Sec. 5.3. (a) The quarterly contributions due under Section 5.1 shall be determined and made not later than the thirtieth (30th) day following the end of each calendar quarter by first determining the total number of all Gaming Devices operated by a Tribe during a given quarter ("Quarterly Device Base"). The "Average Device Net Win" is calculated by dividing the total Net Win from all terminals during the quarter by the Quarterly Terminal Base.

(b) Any quarterly contribution not paid on or before the date on which such amount is due shall be deemed overdue. If any quarterly contribution under Section 5.1 is overdue to the Special Distribution Fund, the Tribe shall pay to the Special Distribution Fund, in addition to the overdue quarterly contribution, interest on such amount from the date the quarterly contribution was due until the date such quarterly contribution (together with interest thereon) was actually paid at the rate of 1.0% per month or the maximum rate permitted by state law, whichever is less. Entitlement to such interest shall be in addition to any other remedies the State may have.

(c) At the time each quarterly contribution is made, the Tribe shall submit to the State a report (the "Quarterly Contribution Report") certified by an authorized representative of the Tribe reflecting the Quarterly Device Base, the Net Win from all terminals in the Quarterly Device Base (broken down by Gaming Device), and the Average Device Net Win.

(d) If the State causes an audit to be made pursuant to subdivision (c), and the Average Device Net Win for any quarter as reflected on such quarter's Quarterly

Contribution Reports is found to be understated, the State will promptly notify the Tribe, and the Tribe will either accept the difference or provide a reconciliation satisfactory to the State. If the Tribe accepts the difference or does not provide a reconciliation satisfactory to the State, the Tribe must immediately pay the amount of the resulting deficiencies in the quarterly contribution plus interest on such amounts from the date they were due at the rate of 1.0% per month or the maximum rate permitted by applicable law, whichever is less.

(e) The Tribe shall not conduct Class III gaming if more than two quarterly contributions to the Special Distribution Fund are overdue.

Sec. 6.0. LICENSING.

Sec. 6.1. Gaming Ordinance and Regulations. All Gaming Activities conducted under this Gaming Compact shall, at a minimum, comply with a Gaming Ordinance duly adopted by the Tribe and approved in accordance with IGRA, and with all rules, regulations, procedures, specifications, and standards duly adopted by the Tribal Gaming Agency.

Sec. 6.2. Tribal Ownership, Management, and Control of Gaming Operation. The Gaming Operations authorized under this Gaming Compact shall be owned solely by the Tribe.

Sec. 6.3. Prohibition Regarding Minors. (a) Except as provided in subdivision (b), the Tribe shall not permit persons under the age of 18 years to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

(b) If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, the Tribe shall prohibit persons under the age of 21 years from being present in any area in which Class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control.

Sec. 6.4. Licensing Requirements and Procedures.

Sec. 6.4.1. Summary of Licensing Principles. All persons in any way connected with the Gaming Operation or Facility who are required to be licensed or to submit to a background investigation under IGRA, and any others required to be licensed under this Gaming Compact, including, but not limited to, all Gaming Employees and Gaming Resource Suppliers, and any other person having a significant influence over the Gaming Operation must be licensed by the Tribal Gaming Agency. The parties intend that the licensing process provided for in this Gaming Compact shall involve

joint cooperation between the Tribal Gaming Agency and the State Gaming Agency, as more particularly described herein.

Sec. 6.4.2. Gaming Facility. (a) The Gaming Facility authorized by this Gaming Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Gaming Compact, the Tribal Gaming Ordinance, and IGRA. The license shall be reviewed and renewed, if appropriate, every two years thereafter. Verification that this requirement has been met shall be provided by the Tribe to the State Gaming Agency every two years. The Tribal Gaming Agency's certification to that effect shall be posted in a conspicuous and public place in the Gaming Facility at all times.

(b) In order to protect the health and safety of all Gaming Facility patrons, guests, and employees, all Gaming Facilities of the Tribe constructed after the effective date of this Gaming Compact, and all expansions or modifications to a Gaming Facility in operation as of the effective date of this Compact, shall meet the building and safety codes of the Tribe, which, as a condition for engaging in that construction, expansion, modification, or renovation, shall amend its existing building and safety codes if necessary, or enact such codes if there are none, so that they meet the standards of either the building and safety codes of any county within the boundaries of which the site of the Facility is located, or the Uniform Building Codes, including all uniform fire, plumbing, electrical, mechanical, and related codes then in effect provided that nothing herein shall be deemed to confer jurisdiction upon any county or the State with respect to any reference to such building and safety codes. Any such construction, expansion or modification will also comply with the federal Americans with Disabilities Act, P.L. 101-336, as amended, 42 U.S.C. § 12101 et seq.

(c) Any Gaming Facility in which gaming authorized by this Gaming Compact is conducted shall be issued a certificate of occupancy by the Tribal Gaming Agency prior to occupancy if it was not used for any Gaming Activities under IGRA prior to the effective date of this Gaming Compact, or, if it was so used, within one year thereafter. The issuance of this certificate shall be reviewed for continuing compliance every two years thereafter. Inspections by qualified building and safety experts shall be conducted under the direction of the Tribal Gaming Agency as the basis for issuing any certificate hereunder. The Tribal Gaming Agency shall determine and certify that, as to new construction or new use for gaming, the Facility meets the Tribe's building and safety code, or, as to facilities or portions of facilities that were used for the Tribe's Gaming Activities prior to this Gaming Compact, that the facility or portions thereof do not endanger the health or safety of occupants or the integrity of the

Gaming Operation. The Tribe will not offer Class III gaming in a Facility that is constructed or maintained in a manner that endangers the health or safety of occupants or the integrity of the gaming operation.

(d) The State shall designate an agent or agents to be given reasonable notice of each inspection by the Tribal Gaming Agency's experts, which state agents may accompany any such inspection. The Tribe agrees to correct any Gaming Facility condition noted in an inspection that does not meet the standards set forth in subdivisions (b) and (c). The Tribal Gaming Agency and the State's designated agent or agents shall exchange any reports of an inspection within 10 days after completion of the report, which reports shall also be separately and simultaneously forwarded by both agencies to the Tribal Chairperson. Upon certification by the Tribal Gaming Agency's experts that a Gaming Facility meets applicable standards, the Tribal Gaming Agency shall forward the experts' certification to the State within 10 days of issuance. If the State's agent objects to that certification, the Tribe shall make a good faith effort to address the State's concerns, but if the State does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section 9.0.

Sec. 6.4.3. Suitability Standard Regarding Gaming Licenses. (a) In reviewing an application for a gaming license, and in addition to any standards set forth in the Tribal Gaming Ordinance, the Tribal Gaming Agency shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Tribe's Gaming Operations, or tribal government gaming generally, are free from criminal and dishonest elements and would be conducted honestly. A license may not be issued unless, based on all information and documents submitted, the Tribal Gaming Agency is satisfied that the applicant is all of the following, in addition to any other criteria in IGRA or the Tribal Gaming Ordinance:

(a) A person of good character, honesty, and integrity.

(b) A person whose prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gambling, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gambling, or in the carrying on of the business and financial arrangements incidental thereto.

(c) A person who is in all other respects qualified to be licensed as provided in this Gaming Compact, IGRA, the Tribal Gaming Ordinance, and any other criteria adopted by the Tribal Gaming Agency or the Tribe. An applicant shall not be found to be

unsuitable solely on the ground that the applicant was an employee of a tribal gaming operation in California that was conducted prior to the effective date of this Compact.

Sec. 6.4.4. Gaming Employees. (a) Every Gaming Employee shall obtain, and thereafter maintain current, a valid tribal gaming license, which shall be subject to biennial renewal; provided that in accordance with Section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process.

(b) Except as provided in subdivisions (c) and (d), the Tribe will not employ or continue to employ, any person whose application to the State Gaming Agency for a determination of suitability, or for a renewal of such a determination, has been denied or has expired without renewal.

(c) Notwithstanding subdivision (a), the Tribe may retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if: (i) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; (ii) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability; (iii) the person is not an employee or agent of any other gaming operation; and (iv) the person has been in the continuous employ of the Tribe for at least three years prior to the effective date of this Compact.

(d) Notwithstanding subdivision (a), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Tribe, as defined in this subdivision, and if (i) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; (ii) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability; and (iii) the person is not an employee or agent of any other gaming operation. For purposes of this subdivision, "enrolled member" means a person who is either (a) certified by the Tribe as having been a member of the Tribe for at least five (5) years, or (b) a holder of confirmation of membership issued by the Bureau of Indian Affairs.

(e) Nothing herein shall be construed to relieve any person of the obligation to apply for a renewal of a determination of suitability as required by Section 6.5.6.

Sec. 6.4.5. Gaming Resource Supplier. Any Gaming Resource Supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000) in Gaming Resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such Gaming Resources to or in connection with the Tribe's Operation or Facility. These licenses shall be reviewed at least every two years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Supplier to update all information provided in the previous application. For purposes of Section 6.5.2, such a review shall be deemed to constitute an application for renewal. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of Gaming Resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a Gaming Resource Supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the Supplier's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency.

Sec. 6.4.6. Financial Sources. Any person extending financing, directly or indirectly, to the Tribe's Gaming Facility or Gaming Operation shall be licensed by the Tribal Gaming Agency prior to extending that financing, provided that any person who is extending financing at the time of the execution of this Compact shall be licensed by the Tribal Gaming Agency within ninety (90) days of such execution. These licenses shall be reviewed at least every two years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Financial Source to update all information provided in the previous application. For purposes of Section 6.5.2, such a review shall be deemed to constitute an application for renewal. Any agreement between the Tribe and a Financial Source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the Financial Source's license by the Tribal Gaming Agency based on a determination of

unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. A Gaming Resource Supplier who provides financing exclusively in connection with the sale or lease of Gaming Resources obtained from that Supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to Gaming Resource Suppliers. The Tribal Gaming Agency may, at its discretion, exclude from the licensing requirements of this section, financing provided by a federally regulated or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution; or any agency of the federal, state, or local government; or any investor who, alone or in conjunction with others, holds less than 10% of any outstanding indebtedness evidenced by bonds issued by the Tribe.

Sec. 6.4.7. Processing Tribal Gaming License Applications. Each applicant for a tribal gaming license shall submit the completed application along with the required information and an application fee, if required, to the Tribal Gaming Agency in accordance with the rules and regulations of that agency. At a minimum, the Tribal Gaming Agency shall require submission and consideration of all information required under IGRA, including Section 556.4 of Title 25 of the Code of Federal Regulations, for licensing primary management officials and key employees. For applicants who are business entities, these licensing provisions shall apply to the entity as well as: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who owns more than 10 percent of the shares of the corporation, if a corporation; and (v) each person or entity (other than a financial institution that the Tribal Gaming Agency has determined does not require a license under the preceding section) that, alone or in combination with others, has provided financing in connection with any gaming authorized under this Gaming Compact, if that person or entity provided more than 10 percent of (a) the start-up capital, (b) the operating capital over a 12-month period, or (c) a combination thereof.

For purposes of this Section, where there is any commonality of the characteristics identified in clauses (i) to (v), inclusive, between any two or more entities, those entities may be deemed to be a single entity. Nothing herein precludes the Tribe or Tribal Gaming Agency from requiring more stringent licensing requirements.

Sec. 6.4.8. Background Investigations of Applicants. The Tribal Gaming Agency shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that the applicant is qualified for a gaming license under the standards set forth in Section 6.4.3, and to fulfill all requirements for licensing under IGRA, the Tribal Gaming Ordinance, and this Gaming Compact. The Tribal Gaming Agency shall not issue other than a temporary license until a determination is made that those qualifications have been met. In lieu of completing its own background investigation, and to the extent that doing so does not conflict with or violate IGRA or the Tribal Gaming Ordinance, the Tribal Gaming Agency may contract with the State Gaming Agency for the conduct of background investigations, may rely on a state certification of non-objection previously issued under a gaming compact involving another tribe, or may rely on a State gaming license previously issued to the applicant, to fulfill some or all of the Tribal Gaming Agency's background investigation obligation. An applicant for a tribal gaming license shall be required to provide releases to the State Gaming Agency to make available to the Tribal Gaming Agency background information regarding the applicant. The State Gaming Agency shall cooperate in furnishing to the Tribal Gaming Agency that information, unless doing so would violate any agreement the State Gaming Agency has with a source of the information other than the applicant, or would impair or impede a criminal investigation, or unless the Tribal Gaming Agency cannot provide sufficient safeguards to assure the State Gaming Agency that the information will remain confidential or that provision of the information would violate state or federal law. If the Tribe adopts an ordinance confirming that Article 6 (commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the California Penal Code is applicable to members, investigators, and staff of the Tribal Gaming Agency, and those members, investigators, and staff thereafter comply with that ordinance, then, for purposes of carrying out its obligations under this Section, the Tribal Gaming Agency shall be considered to be an entity entitled to receive state summary criminal history information within the meaning of subdivision (b)(12) of section 11105 of the California Penal Code. The California Department of Justice shall provide services to the Tribal Gaming Agency through the California Law Enforcement Telecommunications System (CLETS), subject to a determination by the CLETS advisory committee that the Tribal Gaming Agency is qualified for receipt of such services, and on such terms and conditions as are deemed reasonable by that advisory committee.

Sec. 6.4.9. Temporary Licensing of Gaming Employees. Notwithstanding anything herein to the contrary, if the applicant has completed a license application in a manner satisfactory to the Tribal Gaming Agency, and that agency has conducted a preliminary background investigation, and the investigation or other information held by that agency does not indicate that the applicant has a criminal history or other information in his or her background that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license, or is otherwise unsuitable for licensing, the Tribal Gaming Agency may issue a temporary license and may impose such specific conditions thereon pending completion of the applicant's background investigation, as the Tribal Gaming Agency in its sole discretion shall determine. Special fees may be required by the Tribal Gaming Agency to issue or maintain a temporary license. A temporary license shall remain in effect until suspended or revoked, or a final determination is made on the application. At any time after issuance of a temporary license, the Tribal Gaming Agency may suspend or revoke it in accordance with Sections 6.5.1 or 6.5.5, and the State Gaming Agency may request suspension or revocation in accordance with subdivision (d) of Section 6.5.6. Nothing herein shall be construed to relieve the Tribe of any obligation under Part 558 of Title 25 of the Code of Federal Regulations.

Sec. 6.5. Gaming License Issuance. Upon completion of the necessary background investigation, the Tribal Gaming Agency may issue a license on a conditional or unconditional basis. Nothing herein shall create a property or other right of an applicant in an opportunity to be licensed, or in a license itself, both of which shall be considered to be privileges granted to the applicant in the sole discretion of the Tribal Gaming Agency.

Sec. 6.5.1. Denial, Suspension, or Revocation of Licenses. (a) Any application for a gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming Agency determines that the application is incomplete or deficient, or if the applicant is determined to be unsuitable or otherwise unqualified for a gaming license. Pending consideration of revocation, the Tribal Gaming Agency may suspend a license in accordance with Section 6.5.5. All rights to notice and hearing shall be governed by tribal law, as to which the applicant will be notified in writing along with notice of an intent to suspend or revoke the license.

(b) (i) Except as provided in paragraph (ii) below, upon receipt of notice that the State Gaming Agency has determined that a person would be unsuitable for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency, the Tribal Gaming Agency shall promptly revoke any license that has theretofore been

issued to the person; provided that the Tribal Gaming Agency may, in its discretion, re-issue a license to the person following entry of a final judgment reversing the determination of the State Gaming Agency in a proceeding in state court conducted pursuant to section 1085 of the California Civil Code.

(ii) Notwithstanding a determination of unsuitability by the State Gaming Agency, the Tribal Gaming Agency may, in its discretion, decline to revoke a tribal license issued to a person employed by the Tribe pursuant to Section 6.4.4(c) or Section 6.4.4(d).

Sec. 6.5.2. Renewal of Licenses; Extensions; Further Investigation. The term of a tribal gaming license shall not exceed two years, and application for renewal of a license must be made prior to its expiration. Applicants for renewal of a license shall provide updated material as requested, on the appropriate renewal forms, but, at the discretion of the Tribal Gaming Agency, may not be required to resubmit historical data previously submitted or that is otherwise available to the Tribal Gaming Agency. At the discretion of the Tribal Gaming Agency, an additional background investigation may be required at any time if the Tribal Gaming Agency determines the need for further information concerning the applicant's continuing suitability or eligibility for a license. Prior to renewing a license, the Tribal Gaming Agency shall deliver to the State Gaming Agency copies of all information and documents received in connection with the application for renewal.

Sec. 6.5.3. Identification Cards. The Tribal Gaming Agency shall require that all persons who are required to be licensed wear, in plain view at all times while in the Gaming Facility, identification badges issued by the Tribal Gaming Agency. Identification badges must display information including, but not limited to, a photograph and an identification number that is adequate to enable agents of the Tribal Gaming Agency to readily identify the person and determine the validity and date of expiration of his or her license.

Sec. 6.5.4. Fees for Tribal License. The fees for all tribal licenses shall be set by the Tribal Gaming Agency.

Sec. 6.5.5. Suspension of Tribal License. The Tribal Gaming Agency may summarily suspend the license of any employee if the Tribal Gaming Agency determines that the continued licensing of the person or entity could constitute a threat to the public health or safety or may violate the Tribal Gaming Agency's licensing or other standards. Any right to notice or hearing in regard thereto shall be governed by Tribal law.

Sec. 6.5.6. State Certification Process. (a) Upon receipt of a completed license application and a determination by the Tribal Gaming Agency that it intends to issue the earlier of a temporary or permanent license, the Tribal Gaming Agency shall transmit to the State Gaming Agency a notice of intent to license the applicant, together with all of the following: (i) a copy of all tribal license application materials and information received by the Tribal Gaming Agency from the applicant; (ii) an original set of fingerprint cards; (iii) a current photograph; and (iv) except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Tribal Gaming Agency.

Except for an applicant for licensing as a non-key Gaming Employee, as defined by agreement between the Tribal Gaming Agency and the State Gaming Agency, the Tribal Gaming Agency shall require the applicant also to file an application with the State Gaming Agency, prior to issuance of a temporary or permanent tribal gaming license, for a determination of suitability for licensure under the California Gambling Control Act. Investigation and disposition of that application shall be governed entirely by state law, and the State Gaming Agency shall determine whether the applicant would be found suitable for licensure in a gambling establishment subject to that Agency's jurisdiction. Additional information may be required by the State Gaming Agency to assist it in its background investigation, provided that such State Gaming Agency requirement shall be no greater than that which may be required of applicants for a State gaming license in connection with nontribal gaming activities and at a similar level of participation or employment. A determination of suitability is valid for the term of the tribal license held by the applicant, and the Tribal Gaming Agency shall require a licensee to apply for renewal of a determination of suitability at such time as the licensee applies for renewal of a tribal gaming license. The State Gaming Agency and the Tribal Gaming Agency (together with tribal gaming agencies under other gaming compacts) shall cooperate in developing standard licensing forms for tribal gaming license applicants, on a statewide basis, that reduce or eliminate duplicative or excessive paperwork, which forms and procedures shall take into account the Tribe's requirements under IGRA and the expense thereof.

(b) Background Investigations of Applicants. Upon receipt of completed license application information from the Tribal Gaming Agency, the State Gaming Agency may conduct a background investigation pursuant to state law to determine whether the applicant would be suitable to be licensed for association with a gambling establishment subject to the jurisdiction of the State Gaming Agency. If further investigation is required to supplement the investigation conducted by the Tribal

Gaming Agency, the applicant will be required to pay the statutory application fee charged by the State Gaming Agency pursuant to California Business and Professions Code section 19941(a), but any deposit requested by the State Gaming Agency pursuant to section 19855 of that Code shall take into account reports of the background investigation already conducted by the Tribal Gaming Agency and the NIGC, if any. Failure to pay the application fee or deposit may be grounds for denial of the application by the State Gaming Agency. The State Gaming Agency and Tribal Gaming Agency shall cooperate in sharing as much background information as possible, both to maximize investigative efficiency and thoroughness, and to minimize investigative costs. Upon completion of the necessary background investigation or other verification of suitability, the State Gaming Agency shall issue a notice to the Tribal Gaming Agency certifying that the State has determined that the applicant would be suitable, or that the applicant would be unsuitable, for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency and, if unsuitable, stating the reasons therefor.

(c) The Tribe shall monthly provide the State Gaming Agency with the name, badge identification number, and job descriptions of all non-key Gaming Employees.

(d) Prior to denying an application for a determination of suitability, the State Gaming Agency shall notify the Tribal Gaming Agency and afford the Tribe an opportunity to be heard. If the State Gaming Agency denies an application for a determination of suitability, that Agency shall provide the applicant with written notice of all appeal rights available under state law.

Sec. 7.0. COMPLIANCE ENFORCEMENT.

Sec. 7.1. On-Site Regulation. It is the responsibility of the Tribal Gaming Agency to conduct on-site gaming regulation and control in order to enforce the terms of this Gaming Compact, IGRA, and the Tribal Gaming Ordinance with respect to Gaming Operation and Facility compliance, and to protect the integrity of the Gaming Activities, the reputation of the Tribe and the Gaming Operation for honesty and fairness, and the confidence of patrons that tribal government gaming in California meets the highest standards of regulation and internal controls. To meet those responsibilities, the Tribal Gaming Agency shall adopt and enforce regulations, procedures, and practices as set forth herein.

Sec. 7.2. Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation of this Gaming Compact and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be

empowered by the Tribal Gaming Ordinance to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Tribal Gaming Ordinance, or this Gaming Compact. The Tribal Gaming Agency shall report significant or continued violations of this Compact or failures to comply with its orders to the State Gaming Agency.

Sec. 7.3. Assistance by State Gaming Agency. The Tribe may request the assistance of the State Gaming Agency whenever it reasonably appears that such assistance may be necessary to carry out the purposes described in Section 7.1, or otherwise to protect public health, safety, or welfare. If requested by the Tribe or Tribal Gaming Agency, the State Gaming Agency shall provide requested services to ensure proper compliance with this Gaming Compact. The State shall be reimbursed for its actual and reasonable costs of that assistance, if the assistance required expenditure of extraordinary costs.

Sec. 7.4. Access to Premises by State Gaming Agency; Notification; Inspections. Notwithstanding that the Tribe has the primary responsibility to administer and enforce the regulatory requirements of this Compact, the State Gaming Agency shall have the right to inspect the Tribe's Gaming Facility with respect to Class III Gaming Activities only, and all Gaming Operation or Facility records relating thereto, subject to the following conditions:

Sec. 7.4.1. Inspection of public areas of a Gaming Facility may be made at any time without prior notice during normal Gaming Facility business hours.

Sec. 7.4.2. Inspection of areas of a Gaming Facility not normally accessible to the public may be made at any time during normal Gaming Facility business hours, immediately after the State Gaming Agency's authorized inspector notifies the Tribal Gaming Agency of his or her presence on the premises, presents proper identification, and requests access to the non-public areas of the Gaming Facility. The Tribal Gaming Agency, in its sole discretion, may require a member of the Tribal Gaming Agency to accompany the State Gaming Agency inspector at all times that the State Gaming Agency inspector is in a non-public area of the Gaming Facility. If the Tribal Gaming Agency imposes such a requirement, it shall require such member to be available at all times for those purposes and shall ensure that the member has the ability to gain immediate access to all non-public areas of the Gaming Facility. Nothing in this Compact shall be construed to limit the State Gaming Agency to one inspector during inspections.

Sec. 7.4.3. (a) Inspection and copying of Gaming Operation papers, books, and records may occur at any time, immediately after notice to the Tribal Gaming Agency, during the normal hours of the Gaming Facility's business office, provided that the inspection and copying of those papers, books or records shall not interfere with the normal functioning of the Gaming Operation or Facility. Notwithstanding any other provision of California law, all information and records that the State Gaming Agency obtains, inspects, or copies pursuant to this Gaming Compact shall be, and remain, the property solely of the Tribe; provided that such records and copies may be retained by the State Gaming Agency as reasonably necessary for completion of any investigation of the Tribe's compliance with this Compact.

(b)(i) The State Gaming Agency will exercise utmost care in the preservation of the confidentiality of any and all information and documents received from the Tribe, and will apply the highest standards of confidentiality expected under state law to preserve such information and documents from disclosure. The Tribe may avail itself of any and all remedies under state law for improper disclosure of information or documents. To the extent reasonably feasible, the State Gaming Agency will consult with representatives of the Tribe prior to disclosure of any documents received from the Tribe, or any documents compiled from such documents or from information received from the Tribe, including any disclosure compelled by judicial process, and, in the case of any disclosure compelled by judicial process, will endeavor to give the Tribe immediate notice of the order compelling disclosure and a reasonable opportunity to interpose an objection thereto with the court.

(ii) The Tribal Gaming Agency and the State Gaming Agency shall confer and agree upon protocols for release to other law enforcement agencies of information obtained during the course of background investigations.

(c) Records received by the State Gaming Agency from the Tribe in compliance with this Compact, or information compiled by the State Gaming Agency from those records, shall be exempt from disclosure under the California Public Records Act.

Sec. 7.4.4. Notwithstanding any other provision of this Compact, the State Gaming Agency shall not be denied access to papers, books, records, equipment, or places where such access is reasonably necessary to ensure compliance with this Compact.

Sec. 7.4.5. (a) Subject to the provisions of subdivision (b), the Tribal Gaming Agency shall not permit any Gaming Device to be transported to or from the Tribe's land except in accordance with procedures established by agreement between the State Gaming Agency and the Tribal Gaming Agency and upon at least 10 days' notice to the Sheriff's Department for the county in which the land is located.

(b) Transportation of a Gaming Device from the Gaming Facility within California is permissible only if: (i) The final destination of the device is a gaming facility of any tribe in California that has a compact with the State; (ii) The final destination of the device is any other state in which possession of the device or devices is made lawful by state law or by tribal-state compact; (iii) The final destination of the device is another country, or any state or province of another country, wherein possession of the device is lawful; or (iv) The final destination is a location within California for testing, repair, maintenance, or storage by a person or entity that has been licensed by the Tribal Gaming Agency and has been found suitable for licensure by the State Gaming Agency.

(c) Gaming Devices transported off the Tribe's land in violation of this Section 7.4.5 or in violation of any permit issued pursuant thereto is subject to summary seizure by California peace officers.

Sec. 8.0. RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE TRIBAL GAMING OPERATION.

Sec. 8.1. Adoption of Regulations for Operation and Management; Minimum Standards. In order to meet the goals set forth in this Gaming Compact and required of the Tribe by law, the Tribal Gaming Agency shall be vested with the authority to promulgate, and shall promulgate, at a minimum, rules and regulations or specifications governing the following subjects, and to ensure their enforcement in an effective manner:

Sec. 8.1.1. The enforcement of all relevant laws and rules with respect to the Gaming Operation and Facility, and the power to conduct investigations and hearings with respect thereto, and to any other subject within its jurisdiction.

Sec. 8.1.2. Ensuring the physical safety of Gaming Operation patrons and employees, and any other person while in the Gaming Facility. Nothing herein shall be construed to make applicable to the Tribe any state laws, regulations, or standards governing the use of tobacco.

Sec. 8.1.3. The physical safeguarding of assets transported to, within, and from the Gaming Facility.

Sec. 8.1.4. The prevention of illegal activity from occurring within the Gaming Facility or with regard to the Gaming Operation, including, but not limited to, the maintenance of employee procedures and a surveillance system as provided below.

Sec. 8.1.5. The recording of any and all occurrences within the Gaming Facility that deviate from normal operating policies and procedures (hereafter "incidents"). The procedure for recording incidents shall: (1) specify that security personnel record

all incidents, regardless of an employee's determination that the incident may be immaterial (all incidents shall be identified in writing); (2) require the assignment of a sequential number to each report; (3) provide for permanent reporting in indelible ink in a bound notebook from which pages cannot be removed and in which entries are made on each side of each page; and (4) require that each report include, at a minimum, all of the following:

- (a) The record number.
- (b) The date.
- (c) The time.
- (d) The location of the incident.
- (e) A detailed description of the incident.
- (f) The persons involved in the incident.
- (g) The security department employee assigned to the incident.

Sec. 8.1.6. The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like, consistent with industry practice.

Sec. 8.1.7. Maintenance of a list of persons barred from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Tribe or to the integrity of regulated gaming within the State.

Sec. 8.1.8. The conduct of an audit of the Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

Sec. 8.1.9. Submission to, and prior approval, from the Tribal Gaming Agency of the rules and regulations of each Class III game to be operated by the Tribe, and of any changes in those rules and regulations. No Class III game may be played that has not received Tribal Gaming Agency approval.

Sec. 8.1.10. Addressing all of the following:

(a) Maintenance of a copy of the rules, regulations, and procedures for each game as played, including, but not limited to, the method of play and the odds and method of determining amounts paid to winners;

(b) Specifications and standards to ensure that information regarding the method of play, odds, and payoff determinations shall be visibly displayed or available to patrons in written form in the Gaming Facility;

(c) Specifications ensuring that betting limits applicable to any gaming station shall be displayed at that gaming station;

(d) Procedures ensuring that in the event of a patron dispute over the application of any gaming rule or regulation, the matter shall be handled in accordance with, industry practice and principles of fairness, pursuant to the Tribal Gaming Ordinance and any rules and regulations promulgated by the Tribal Gaming Agency.

Sec. 8.1.11. Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming Agency. The Tribal Gaming Agency shall have current copies of the Gaming Facility floor plan and closed-circuit television system at all times, and any modifications thereof first shall be approved by the Tribal Gaming Agency.

Sec. 8.1.12. Maintenance of a cashier's cage in accordance with industry standards for such facilities.

Sec. 8.1.13. Specification of minimum staff and supervisory requirements for each Gaming Activity to be conducted.

Sec. 8.1.14. Technical standards and specifications for the operation of Gaming Devices and other games authorized herein to be conducted by the Tribe, which technical specifications may be no less stringent than those approved by a recognized gaming testing laboratory in the gaming industry.

Sec. 8.2. State Civil and Criminal Jurisdiction. Nothing in this Gaming Compact affects the civil or criminal jurisdiction of the State under Public Law 280 (18 U.S.C. Sec. 1162; 28 U.S.C. Sec. 1360) or IGRA, to the extent applicable. In addition, criminal jurisdiction to enforce state gambling laws is transferred to the State pursuant to 18 U.S.C. § 1166(d), provided that no Gaming Activity conducted by the Tribe pursuant to this Gaming Compact may be deemed to be a civil or criminal violation of any law of the State.

Sec. 8.3. (a) The Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under this Compact; shall adopt a conflict-of-interest code to that end; and shall ensure the prompt removal of any member of the Tribal Gaming Agency who is found to have acted in a corrupt or compromised manner.

(b) The Tribe shall conduct a background investigation on a prospective member of the Tribal Gaming Agency, who shall meet the background requirements of a

management contractor under IGRA; provided that, if such official is elected through a tribal election process, that official may not participate in any Tribal Gaming Agency matters under this Compact unless a background investigation has been concluded and the official has been found to be suitable. If requested by the tribal government or the Tribal Gaming Agency, the State Gaming Agency may assist in the conduct of such a background investigation and may assist in the investigation of any possible corruption or compromise of a member of the agency.

Sec. 8.4. In order to foster statewide uniformity of regulation of Class III gaming operations throughout the state, rules, regulations, standards, specifications, and procedures of the Tribal Gaming Agency in respect to any matter encompassed by Sections 6.0, 7.0, or 8.0 shall be consistent with regulations adopted by the State Gaming Agency in accordance with Section 8.4.1. Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of Title 2 of the California Government Code does not apply to regulations adopted by the State Gaming Agency in respect to tribal gaming operations under this Section.

Sec. 8.4.1. (a) Except as provided in subdivision (d), no State Gaming Agency regulation shall be effective with respect to the Tribe's Gaming Operation unless it has first been approved by the Association and the Tribe has had an opportunity to review and comment on the proposed regulation.

(b) Every State Gaming Agency regulation that is intended to apply to the Tribe (other than a regulation proposed or previously approved by the Association) shall be submitted to the Association for consideration prior to submission of the regulation to the Tribe for comment as provided in subdivision (c). A regulation that is disapproved by the Association shall not be submitted to the Tribe for comment unless it is re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections.

(c) Except as provided in subdivision (d), no regulation of the State Gaming Agency shall be adopted as a final regulation in respect to the Tribe's Gaming Operation before the expiration of 30 days after submission of the proposed regulation to the Tribe for comment as a proposed regulation, and after consideration of the Tribe's comments, if any.

(d) In exigent circumstances (e.g., imminent threat to public health and safety), the State Gaming Agency may adopt a regulation that becomes effective immediately.

Any such regulation shall be accompanied by a detailed, written description of the exigent circumstances, and shall be submitted immediately to the Association for consideration. If the regulation is disapproved by the Association, it shall cease to be

effective, but may be re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections, and thereafter submitted to the Tribe for comment as provided in subdivision (c).

(e) The Tribe may object to a State Gaming Agency regulation on the ground that it is unnecessary, unduly burdensome, or unfairly discriminatory, and may seek repeal or amendment of the regulation through the dispute resolution process of Section 9.0.

Sec. 9.0. DISPUTE RESOLUTION PROVISIONS.

Sec. 9.1. Voluntary Resolution; Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the Tribe and the State, the parties shall make their best efforts to resolve disputes that occur under this Gaming Compact by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the Tribe and the State first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Gaming Compact, as follows:

(a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

(b) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.

(c) If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party shall be required to agree to submit to arbitration.

(d) Disagreements that are not otherwise resolved by arbitration or other mutually acceptable means as provided in Section 9.3 may be resolved in the United States District Court where the Tribe's Gaming Facility is located, or is to be located, and the Ninth Circuit Court of Appeals (or, if those federal courts lack jurisdiction, in any state court of competent jurisdiction and its related courts of appeal). The disputes to be submitted to court action include, but are not limited to, claims of breach or violation of this Compact, or failure to negotiate in good faith as required by the terms of this Compact. In no event may the Tribe be precluded from pursuing any arbitration or

judicial remedy against the State on the grounds that the Tribe has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to resort to judicial process.

Sec. 9.2. Arbitration Rules. Arbitration shall be conducted in accordance with the policies and procedures of the Commercial Arbitration Rules of the American Arbitration Association, and shall be held on the Tribe's land or, if unreasonably inconvenient under the circumstances, at such other location as the parties may agree. Each side shall bear its own costs, attorneys' fees, and one-half the costs and expenses of the American Arbitration Association and the arbitrator, unless the arbitrator rules otherwise. Only one neutral arbitrator may be named, unless the Tribe or the State objects, in which case a panel of three arbitrators (one of whom is selected by each party) will be named. The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator. The decision of the arbitrator shall be in writing, give reasons for the decision, and shall be binding. Judgment on the award may be entered in any federal or state court having jurisdiction thereof.

Sec. 9.3. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section 9.0 may not be construed to waive, limit, or restrict any remedy that is otherwise available to either party, nor may this Section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Tribal and State Gaming Agencies; provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

Sec. 9.4. Limited Waiver of Sovereign Immunity. (a) In the event that a dispute is to be resolved in federal court or a state court of competent jurisdiction as provided in this Section 9.0, the State and the Tribe expressly consent to be sued therein and waive any immunity therefrom that they may have provided that:

- (1) The dispute is limited solely to issues arising under this Gaming Compact;
- (2) Neither side makes any claim for monetary damages (that is, only injunctive, specific performance, including enforcement of a provision of this Compact requiring payment of money to one or another of the parties, or declaratory relief is sought); and
- (3) No person or entity other than the Tribe and the State is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State in respect to any such third party.

(b) In the event of intervention by any additional party into any such action without the consent of the Tribe and the State, the waivers of either the Tribe or the State provided for herein may be revoked, unless joinder is required to preserve the court's jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State in respect to any such third party.

(c) The waivers and consents provided for under this Section 9.0 shall extend to civil actions authorized by this Compact, including, but not limited to, actions to compel arbitration, any arbitration proceeding herein, any action to confirm or enforce any judgment or arbitration award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party.

Sec. 10.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

Sec. 10.1. The Tribe will not conduct Class III gaming in a manner that endangers the public health, safety, or welfare; provided that nothing herein shall be construed to make applicable to the Tribe any state laws or regulations governing the use of tobacco.

Sec. 10.2. Compliance. For the purposes of this Gaming Compact, the Tribal Gaming Operation shall:

(a) Adopt and comply with standards no less stringent than state public health standards for food and beverage handling. The Gaming Operation will allow inspection of food and beverage services by state or county health inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(b) Adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California; the Gaming Operation will allow for inspection and testing of water quality by state or county health inspectors, as applicable, during normal hours of operation, to assess compliance with these standards, unless inspections and testing are made by an agency of the United States pursuant to, or by the Tribe under express authorization of, federal law, to ensure compliance with federal water quality and safe drinking water standards. Nothing

herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(c) Comply with the building and safety standards set forth in Section 6.4.

(d) Carry no less than five million dollars (\$5,000,000) in public liability insurance for patron claims, and that the Tribe provide reasonable assurance that those claims will be promptly and fairly adjudicated, and that legitimate claims will be paid; provided that nothing herein requires the Tribe to agree to liability for punitive damages or attorneys' fees. On or before the effective date of this Compact or not less than 30 days prior to the commencement of Gaming Activities under this Compact, whichever is later, the Tribe shall adopt and make available to patrons a tort liability ordinance setting forth the terms and conditions, if any, under which the Tribe waives immunity to suit for money damages resulting from intentional or negligent injuries to person or property at the Gaming Facility or in connection with the Tribe's Gaming Operation, including procedures for processing any claims for such money damages; provided that nothing in this Section shall require the Tribe to waive its immunity to suit except to the extent of the policy limits set out above.

(e) Adopt and comply with standards no less stringent than federal workplace and occupational health and safety standards; the Gaming Operation will allow for inspection of Gaming Facility workplaces by state inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are regularly made by an agency of the United States government to ensure compliance with federal workplace and occupational health and safety standards. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(f) Comply with tribal codes and other applicable federal law regarding public health and safety.

(g) Adopt and comply with standards no less stringent than federal laws and state laws forbidding employers generally from discriminating in the employment of persons to work for the Gaming Operation or in the Gaming Facility on the basis of race, color, religion, national origin, gender, sexual orientation, age, or disability; provided that nothing herein shall preclude the tribe from giving a preference in employment to Indians, pursuant to a duly adopted tribal ordinance.

(h) Adopt and comply with standards that are no less stringent than state laws prohibiting a gaming enterprise from cashing any check drawn against a federal, state,

county, or city fund, including but not limited to, Social Security, unemployment insurance, disability payments, or public assistance payments.

(i) Adopt and comply with standards that are no less stringent than state laws, if any, prohibiting a gaming enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages, or food or lodging for no charge or at reduced prices at a gambling establishment or lodging facility as an incentive or enticement.

(j) Adopt and comply with standards that are no less stringent than state laws, if any, prohibiting extensions of credit.

(k) Provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. Sec. 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to casinos.

Sec. 10.2.1. The Tribe shall adopt and, not later than 30 days after the effective date of this Compact, shall make available on request the standards described in subdivisions (a)-(c) and (e)-(k) of Section 10.2 to which the Gaming Operation is held.

In the absence of a promulgated tribal standard in respect to a matter identified in those subdivisions, or the express adoption of an applicable federal statute or regulation in lieu of a tribal standard in respect to any such matter, the applicable state statute or regulation shall be deemed to have been adopted by the Tribe as the applicable standard.

Sec. 10.3 Participation in state statutory programs related to employment. (a) In lieu of permitting the Gaming Operation to participate in the state statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for employee work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, availability of an independent medical examination, right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits comparable to those mandated for comparable employees under state law. Not later than the effective date of this Compact, or 60 days prior to the commencement of Gaming Activities under this Compact, the Tribe will advise the State of its election to participate in the statutory workers' compensation system or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties

agree that independent contractors doing business with the Tribe must comply with all state workers' compensation laws and obligations.

(b) The Tribe agrees that its Gaming Operation will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the Gaming Facility, including compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the state agencies charged with the enforcement of that Code and of the courts of the State of California for purposes of enforcement.

(c) As a matter of comity, with respect to persons employed at the Gaming Facility, other than members of the Tribe, the Tribal Gaming Operation shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code, and shall forward such amounts as provided in said Codes to the State.

Sec. 10.4. Emergency Service Accessibility. The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

Sec. 10.5. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.

Sec. 10.6. Possession of firearms shall be prohibited at all times in the Gaming Facility except for state, local, or tribal security or law enforcement personnel authorized by tribal law and by federal or state law to possess fire arms at the Facility.

Sec. 10.7. Labor Relations.

Notwithstanding any other provision of this Compact, this Compact shall be null and void if, on or before October 13, 1999, the Tribe has not provided an agreement or other procedure acceptable to the State for addressing organizational and representational rights of Class III Gaming Employees and other employees associated with the Tribe's Class III gaming enterprise, such as food and beverage, housekeeping, cleaning, bell and door services, and laundry employees at the Gaming Facility or any related facility, the only significant purpose of which is to facilitate patronage at the Gaming Facility.

Sec. 10.8. Off-Reservation Environmental Impacts.

Sec. 10.8.1. On or before the effective date of this Compact, or not less than 90 days prior to the commencement of a Project, as defined herein, the Tribe shall adopt an ordinance providing for the preparation, circulation, and consideration by the Tribe of environmental impact reports concerning potential off-Reservation environmental

impacts of any and all Projects to be commenced on or after the effective date of this Compact. In fashioning the environmental protection ordinance, the Tribe will make a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act and the California Environmental Quality Act consistent with the Tribe's governmental interests.

Sec. 10.8.2. (a) Prior to commencement of a Project, the Tribe will:

- (1) Inform the public of the planned Project;
- (2) Take appropriate actions to determine whether the project will have any significant adverse impacts on the off-Reservation environment;
- (3) For the purpose of receiving and responding to comments, submit all environmental impact reports concerning the proposed Project to the State Clearinghouse in the Office of Planning and Research and the county board of supervisors, for distribution to the public.
- (4) Consult with the board of supervisors of the county or counties within which the Tribe's Gaming Facility is located, or is to be located, and, if the Gaming Facility is within a city, with the city council, and if requested by the board or council, as the case may be, meet with them to discuss mitigation of significant adverse off-Reservation environmental impacts;
- (5) Meet with and provide an opportunity for comment by those members of the public residing off-Reservation within the vicinity of the Gaming Facility such as might be adversely affected by proposed Project.

(b) During the conduct of a Project, the Tribe shall:

- (1) Keep the board or council, as the case may be, and potentially affected members of the public apprized of the project's progress; and
- (2) Make good faith efforts to mitigate any and all such significant adverse off-Reservation environmental impacts.

(c) As used in Section 10.8.1 and this Section 10.8.2, the term "Project" means any expansion or any significant renovation or modification of an existing Gaming Facility, or any significant excavation, construction, or development associated with the Tribe's Gaming Facility or proposed Gaming Facility and the term "environmental impact reports" means any environmental assessment, environmental impact report, or environmental impact statement, as the case may be.

Sec. 10.8.3. (a) The Tribe and the State shall, from time to time, meet to review the adequacy of this Section 10.8, the Tribe's ordinance adopted pursuant thereto, and the Tribe's compliance with its obligations under Section 10.8.2, to ensure that

significant adverse impacts to the off-Reservation environment resulting from projects undertaken by the Tribe may be avoided or mitigated.

(b) At any time after January 1, 2003, but not later than March 1, 2003, the State may request negotiations for an amendment to this Section 10.8 on the ground that, as it presently reads, the Section has proven to be inadequate to protect the off-Reservation environment from significant adverse impacts resulting from Projects undertaken by the Tribe or to ensure adequate mitigation by the Tribe of significant adverse off-Reservation environmental impacts and, upon such a request, the Tribe will enter into such negotiations in good faith.

(c) On or after January 1, 2004, the Tribe may bring an action in federal court under 25 U.S.C. Sec. 2710(d)(7)(A)(i) on the ground that the State has failed to negotiate in good faith, provided that the Tribe's good faith in the negotiations shall also be in issue. In any such action, the court may consider whether the State's invocation of its rights under subdivision (b) of this Section 10.8.3 was in good faith. If the State has requested negotiations pursuant to subdivision (b) but, as of January 1, 2005, there is neither an agreement nor an order against the State under 25 U.S.C. Sec. 2710(d)(7)(B)(iii), then, on that date, the Tribe shall immediately cease construction and other activities on all projects then in progress that have the potential to cause adverse off-Reservation impacts, unless and until an agreement to amend this Section 10.8 has been concluded between the Tribe and the State.

Sec. 11.0. EFFECTIVE DATE AND TERM OF COMPACT.

Sec. 11.1. Effective Date. This Gaming Compact shall not be effective unless and until all of the following have occurred:

- (a) The Compact is ratified by statute in accordance with state law;
- (b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. 2710(d)(3)(B); and
- (c) SCA 11 is approved by the California voters in the March 2000 general election.

Sec. 11.2. Term of Compact; Termination.

Sec. 11.2.1. Effective. (a) Once effective this Compact shall be in full force and effect for state law purposes until December 31, 2020.

(b) Once ratified, this Compact shall constitute a binding and determinative agreement between the Tribe and the State, without regard to voter approval of any constitutional amendment, other than SCA 11, that authorizes a gaming compact.

(c) Either party may bring an action in federal court, after providing a sixty (60) day written notice of an opportunity to cure any alleged breach of this Compact, for

a declaration that the other party has materially breached this Compact. Upon issuance of such a declaration, the complaining party may unilaterally terminate this Compact upon service of written notice on the other party. In the event a federal court determines that it lacks jurisdiction over such an action, the action may be brought in the superior court for the county in which the Tribe's Gaming Facility is located. The parties expressly waive their immunity to suit for purposes of an action under this subdivision, subject to the qualifications stated in Section 9.4(a).

Sec. 12.0. AMENDMENTS; RENEGOTIATIONS.

Sec. 12.1. The terms and conditions of this Gaming Compact may be amended at any time by the mutual and written agreement of both parties.

Sec. 12.2. This Gaming Compact is subject to renegotiation in the event the Tribe wishes to engage in forms of Class III gaming other than those games authorized herein and requests renegotiation for that purpose, provided that no such renegotiation may be sought for 12 months following the effective date of this Gaming Compact.

Sec. 12.3. Process and Negotiation Standards. All requests to amend or renegotiate this Gaming Compact shall be in writing, addressed to the Tribal Chairperson or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets the requirements of this Section, the parties shall confer promptly and determine a schedule for commencing negotiations within 30 days of the request. Unless expressly provided otherwise herein, all matters involving negotiations or other amendatory processes under Section 4.3.3(b) and this Section 12.0 shall be governed, controlled, and conducted in conformity with the provisions and requirements of IGRA, including those provisions regarding the obligation of the State to negotiate in good faith and the enforcement of that obligation in federal court. The Chairperson of the Tribe and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 12.4. The Tribe shall have the right to terminate this Compact in the event the exclusive right of Indian tribes to operate Gaming Devices in California is abrogated by the enactment, amendment, or repeal of a state statute or constitutional provision, or the conclusive and dispositive judicial construction of a statute or the state Constitution by a California appellate court after the effective date of this Compact, that Gaming Devices may lawfully be operated by another person, organization, or entity (other than an Indian tribe pursuant to a compact) within California.

Sec. 13.0 NOTICES.

Unless otherwise indicated by this Gaming Compact, all notices required or authorized to be served shall be served by first-class mail at the following addresses:

Governor	Tribal Chairperson
State Capitol	Dry Creek Rancheria
Sacramento, California 95814	P.O. Box 607
	Geyersville, California 95441

Sec. 14.0. CHANGES IN IGRA. This Gaming Compact is intended to meet the requirements of IGRA as it reads on the effective date of this Gaming Compact, and when reference is made to the Indian Gaming Regulatory Act or to an implementing regulation thereof, the referenced provision is deemed to have been incorporated into this Compact as if set out in full. Subsequent changes to IGRA that diminish the rights of the State or the Tribe may not be applied retroactively to alter the terms of this Gaming Compact, except to the extent that federal law validly mandates that retroactive application without the State's or the Tribe's respective consent

Sec. 15.0. MISCELLANEOUS.

Sec. 15.1. Third Party Beneficiaries. Except to the extent expressly provided under this Gaming Compact, this Gaming Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

Sec. 15.2. Complete agreement; revocation of prior requests to negotiate. This Gaming Compact, together with all addenda and approved amendments, sets forth the full and complete agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 15.3. Construction. Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in this Compact of language that is present in another tribal-state compact shall be a factor in construing the terms of this Compact.

Sec. 15.4. Most Favored Tribe. If, after the effective date of this Compact, the State enters into a Compact with any other tribe that contains more favorable provisions with respect to any provisions of this Compact, the State shall, at the Tribe's request, enter into the preferred compact with the Tribe as a superseding substitute for this Compact; provided that the duration of the substitute compact shall not exceed the duration of this Compact.

Sec. 15.6. Representations.

By entering into this Compact, the Tribe expressly represents that, as of the date of the Tribe's execution of this Compact: (a) the undersigned has the authority to execute this Compact on behalf of his or her tribe and will provide written proof of such authority and ratification of this Compact by the tribal governing body no later than October 9, 1999; (b) the Tribe is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government. In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact. Failure to provide written proof of authority to execute this Compact or failure to provide written proof of ratification by the Tribe's governing body will give the State the opportunity to declare this Compact null and void.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Dry Creek Rancheria.

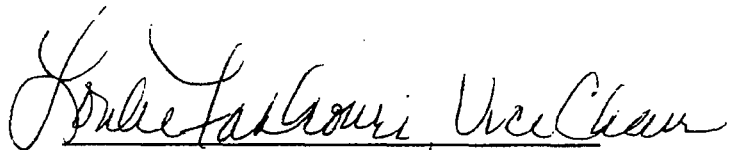
Done at Sacramento, California, this 10th day of September 1999.

STATE OF CALIFORNIA

DRY CREEK RANCHERIA



By Gray Davis
Governor of the State of California



Lorilie Fakhouri Vice Chairperson
By Gregg Cordova
Chairperson of the Dry Creek
Rancheria

ATTEST:



By Bill Jones
Secretary of State, State of California

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Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Compact between the Sovereign Nation of the Dry Creek Rancheria of Pomo Indians of California and the Sovereign State of California dated September 10, 1999, is hereby approved on this 5th day of May, 2000, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR



Kevin Gover
Assistant Secretary - Indian Affairs

ADDENDUM "A" TO TRIBAL-STATE GAMING COMPACT
BETWEEN THE DRY CREEK RANCHERIA
AND THE STATE OF CALIFORNIA

Modification No. 1

Section 6.4.4(d) is modified to read as follows:

Section 6.4.4(d) is modified to read as follows:

(d) (1) Notwithstanding subdivision (a), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Tribe, as defined in this subdivision, and if ~~(i)~~ (A) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; ~~(ii)~~ (B) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability; and ~~(iii)~~ (C) the person is not an employee or agent of any other gaming operation.

(2) For purposes of this subdivision, "enrolled member" means a person who is either: ~~(a)~~ (A) a person certified by the Tribe as having been a member of the Tribe for at least five (5) years; ~~or (b)~~ (B) a holder of confirmation of membership issued by the Bureau of Indian Affairs; or (C), if the Tribe has 100 or more enrolled members as of the date of execution of this Compact, a person certified by the Tribe as being a member pursuant to criteria and standards specified in a tribal Constitution that has been approved by the Secretary of the Interior.

Modification No. 2

Section 8.4.1(e) is modified to read as follows:

(e) The Tribe may object to a State Gaming Agency regulation on the ground that it is unnecessary, unduly burdensome, conflicts with a published final regulation of the NIGC, or is unfairly discriminatory, and may seek repeal or amendment of the regulation through the dispute resolution process of Section 9.0; provided that, if the regulation of the State Gaming Agency conflicts with a final published regulation of the NIGC, the NIGC regulation shall govern pending

conclusion of the dispute resolution process.

Modification No. 3

Section 12.2 is modified to read as follows:

Sec. 12.2. (a) This Gaming Compact is subject to renegotiation in the event the Tribe wishes to engage in forms of Class III gaming other than those games authorized herein and requests renegotiation for that purpose, provided that no such renegotiation may be sought for 12 months following the effective date of this Gaming Compact.

(b) Nothing herein shall be construed to constitute a waiver of any rights under IGRA in the event of an expansion of the scope of permissible gaming resulting from a change in state law.

Modification No. 4

Section 11.2.1(a) is modified to read:

Sec. 11.2.1. Effective. (a) Once effective this Compact shall be in full force and effect for state law purposes until December 31, 2020. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Compact or to enter into a new compact. If the parties have not agreed to extend the date of this Compact or entered into a new compact by the termination date, this Compact will automatically be extended to June 30, 2022, unless the parties have agreed to an earlier termination date.

Modification No. 5

Section 12.4 is modified to read as follows:

Sec. 12.4. ~~The Tribe shall have the right to terminate this Compact.~~ In the event the exclusive right of Indian tribes to operate Gaming Devices in California is abrogated by the enactment, amendment, or repeal of a state statute or constitutional provision, or the conclusive and dispositive judicial construction of a statute or the state Constitution by a California appellate court after the effective date of this Compact, that Gaming Devices may lawfully be operated by another person, organization, or entity (other than an Indian tribe pursuant to a compact) within California, the Tribe shall have the right to: (i) termination of this Compact,

in which case the Tribe will lose the right to operate Gaming Devices and other Class III gaming, or (ii) continue under the Compact with an entitlement to a reduction of the rates specified in Section 5.1(a) following conclusion of negotiations, to provide for (a) compensation to the State for actual and reasonable costs of regulation, as determined by the state Department of Finance; (b) reasonable payments to local governments impacted by tribal government gaming; (c) grants for programs designed to address gambling addiction; (d) and such assessments as may be permissible at such time under federal law.

Modification No. 6

Section 10.2(d) is modified to read as follows:

(d) Carry no less than five million dollars (\$5,000,000) in public liability insurance for patron claims, and ~~that the Tribe shall request its insurer to provide reasonable assurance that those claims will be promptly and fairly adjudicated, and that legitimate claims will be paid~~ settle all valid claims; provided that nothing herein requires the Tribe to agree to liability for punitive damages, any intentional acts not covered by the insurance policy, or attorneys' fees. On or before the effective date of this Compact or not less than 30 days prior to the commencement of Gaming Activities under this Compact, whichever is later, the Tribe shall adopt and make available to patrons a tort liability ordinance setting forth the terms and conditions, if any, under which the Tribe waives immunity to suit for money damages resulting from intentional or negligent injuries to person or property at the Gaming Facility or in connection with the Tribe's Gaming Operation, including procedures for processing any claims for such money damages; provided that nothing in this Section shall require the Tribe to waive its immunity to suit except to the extent of the policy limits and insurance coverage set out above.

Modification No. 7

Section 10.2(k) is modified to read as follows:

(k) Comply with provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. Sec. 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to casinos.

IN WITNESS WHEREOF, the undersigned sign this Addendum on behalf of the State of California and the Dry Creek Rancheria of Pomo Indians.

STATE OF CALIFORNIA

**DRY CREEK RANCHERIA
OF POMO INDIANS**

Gray Davis

Gregg Cordova

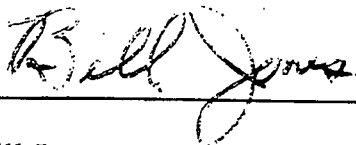
By Gray Davis
Governor of the State of California

By Gregg Cordova
Chairperson of the Dry Creek Rancheria
of Pomo Indians

Executed this 8 day of October,
1999, at Sacramento, California.

Executed this 26th day of September,
1999, at Geyserville, California.

ATTEST:



By Bill Jones
Secretary of State, State of California

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ATTEST:

Bill Jones

By Bill Jones
Secretary of State, State of California

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October 4, 1999

The Honorable Gray Davis
Governor, State of California
State Capitol Building
Sacramento, California 95814

RE: Notice of Adoption of Model Tribal Labor Relations Ordinance

Dear Governor Davis:

This will certify that on September 26, 1999, the Dry Creek Rancheria of Pomo Indians, at a duly called meeting of the General Membership, passed Resolution No. 99-09-024, adopting the Model Tribal Labor Relations Ordinance dated September 14, 1999, (per Addendum "B"), to become effective as of the effective date of the Compact and adopted in accordance with the terms set forth in Section 1 of said Ordinance.

Unless we hear from your office immediately, we will assume that this is in full compliance with Section 10.7 of the Compact.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gregg Cordova".

Gregg Cordova
Tribal Chairman
Dry Creek Rancheria of Pomo Indians

**ATTACHMENT TO
ADDENDUM B**

TRIBAL LABOR RELATIONS ORDINANCE

September 14, 1999

Section 1: Threshold of applicability

(a) Any tribe with 250 or more persons employed in a tribal casino and related facility shall adopt this Tribal Labor Relations Ordinance (TLRO or Ordinance). For purposes of this ordinance, a "tribal casino" is one in which class III gaming is conducted pursuant to a tribal-state compact. A "related facility" is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.

(b) Any tribe which does not operate such a tribal casino as of September 10, 1999, but which subsequently opens a tribal casino, may delay adoption of this ordinance until one year from the date the number of employees in the tribal casino or related facility as defined in 1(a) above exceeds 250.

(c) Upon the request of a labor union, the Tribal Gaming Commission shall certify the number of employees in a tribal casino or other related facility as defined in 1(a) above. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel.

Section 2: Definition of Eligible Employees

(a) The provisions of this ordinance shall apply to any person (hereinafter "Eligible Employee") who is employed within a tribal casino in which Class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the Class III gaming operations, except for any of the following:

(1) any employee who is a supervisor, defined as any individual having authority, in the interest of the tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

(2) any employee of the Tribal Gaming Commission;

(3) any employee of the security or surveillance department, other than those who are responsible for the technical repair and maintenance of equipment;

(4) any cash operations employee who is a "cage" employee or money counter; or

(5) any dealer.

Section 3: Non-interference with regulatory or security activities

Operation of this Ordinance shall not interfere in any way with the duty of the Tribal Gaming Commission to regulate the gaming operation in accordance with the Tribe's National Indian Gaming Commission-approved gaming ordinance. Furthermore, the exercise of rights hereunder shall in no way interfere with the tribal casino's surveillance/security systems, or any other internal controls system designed to protect the integrity of the tribe's gaming operations. The Tribal Gaming Commission is specifically excluded from the definition of tribe and its agents.

Section 4: Eligible Employees free to engage in or refrain from concerted activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5: Unfair Labor Practices for the tribe

It shall be an unfair labor practice for the tribe and/or employer or their agents:

(1) to interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the tribe and/or employer and a certified union from agreeing to union security or dues checkoff;

(3) to discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Ordinance;

1 (4) to refuse to bargain collectively with the representatives of
2 Eligible Employees.

3
4 **Section 6: Unfair Labor Practices for the union**

5
6 It shall be an unfair labor practice for a labor organization or its
7 agents:

8 (1) to interfere, restrain or coerce Eligible Employees in the exercise
9 of the rights guaranteed herein;

10 (2) to engage in, or to induce or encourage any individual employed
11 by any person engaged in commerce or in an industry affecting commerce to
12 engage in, a strike or a primary or secondary boycott or a refusal in the
13 course of his employment to use, manufacture, process, transport or
14 otherwise handle or work on any goods, articles, materials, or commodities
15 or to perform any services; or to threaten, coerce, or restrain any person
16 engaged in commerce or in an industry affecting commerce or other terms
17 and conditions of employment. This section does not apply to section 11;

18 (3) to force or require the tribe and/or employer to recognize or
19 bargain with a particular labor organization as the representative of Eligible
20 Employees if another labor organization has been certified as the
21 representative of such Eligible Employees under the provisions of this
22 TLRO;

23 (4) to refuse to bargain collectively with the tribe and/or employer,
24 provided it is the representative of Eligible Employees subject to the
25 provisions herein;

26 (5) to attempt to influence the outcome of a tribal governmental
27 election, provided, however, that this section does not apply to tribal
28 members.

29
30 **Section 7: Tribe and union right to free speech**

31
32 The tribe's and union's expression of any view, argument or
33 opinion or the dissemination thereof, whether in written, printed, graphic or
34 visual form, shall not constitute or be evidence of interference with, restraint
35 or coercion if such expression contains no threat of reprisal or force or
36 promise of benefit.

37
38 **Section 8: Access to Eligible Employees**
39

1 (a) Access shall be granted to the union for the purposes of organizing
2 Eligible Employees, provided that such organizing activity shall not interfere
3 with patronage of the casino or related facility or with the normal work
4 routine of the Eligible Employees and shall be done on non-work time in
5 non-work areas that are designated as employee break rooms or locker
6 rooms that are not open to the public. The tribe may require the union and
7 or union organizers to be subject to the same licensing rules applied to
8 individuals or entities with similar levels of access to the casino or related
9 facility, provided that such licensing shall not be unreasonable,
10 discriminatory, or designed to impede access.

11
12 (b) The Tribe, in its discretion, may also designate additional
13 voluntary access to the Union in such areas as employee parking lots and
14 non-Casino facilities located on tribal lands.

15
16 (c) In determining whether organizing activities potentially interfere
17 with normal tribal work routines, the union's activities shall not be permitted
18 if the Tribal Labor Panel determines that they compromise the operation of
19 the casino:

20 (1) security and surveillance systems throughout the casino, and
21 reservation;

22 (2) access limitations designed to ensure security;

23 (3) internal controls designed to ensure security;

24 (4) other systems designed to protect the integrity of the tribe's
25 gaming operations, tribal property and/or safety of casino personnel, patrons,
26 employees or tribal members, residents, guests or invitees.

27
28 (d) The tribe shall provide to the union, upon a thirty percent (30%)
29 showing of interest to the Tribal Labor Panel, an election eligibility list
30 containing the full first and last name of the Eligible Employees within the
31 sought after bargaining unit and the Eligible Employees' last known address
32 within ten (10) working days. Nothing herein shall preclude a tribe from
33 voluntarily providing an election eligibility list at an earlier point of a union
34 organizing campaign.

35
36 (e) The tribe agrees to facilitate the dissemination of information
37 from the union to Eligible Employees at the tribal casino by allowing
38 posters, leaflets and other written materials to be posted in non-public
39 employee break areas where the tribe already posts announcements

1 pertaining to Eligible Employees. Actual posting of such posters, notices,
2 and other materials, shall be by employees desiring to post such materials.
3

4 **Section 9: Indian preference explicitly permitted**

5

6 Nothing herein shall preclude the tribe from giving Indian
7 preference in employment, promotion, seniority, lay-offs or retention to
8 members of any federally recognized Indian tribe or shall in any way affect
9 the tribe's right to follow tribal law, ordinances, personnel policies or the
10 tribe's customs or traditions regarding Indian preference in employment,
11 promotion, seniority, lay-offs or retention. Moreover, in the event of a
12 conflict between tribal law, tribal ordinance or the tribe's customs and
13 traditions regarding Indian preference and this Ordinance, the tribal law,
14 tribal ordinance or the tribe's customs and traditions shall govern.
15

16 **Section 10: Secret ballot elections required**

17

18 (a) Dated and signed authorized cards from thirty percent (30%) or
19 more of the Eligible Employees within the bargaining unit verified by the
20 elections officer will result in a secret ballot election to be held within 30
21 days from presentation to the elections officer.
22

23 (b) The election shall be conducted by the election officer. The
24 election officer shall be a member of the Tribal Labor Panel chosen pursuant
25 to the dispute resolution provisions herein. All questions concerning
26 representation of the tribe and/or Employer's Eligible Employees by a labor
27 organization shall be resolved by the election officer. The election officer
28 shall be chosen upon notification by the labor organization to the tribe of its
29 intention to present authorization cards, and the same election officer shall
30 preside thereafter for all proceedings under the request for recognition;
31 provided however that if the election officer resigns, dies or is incapacitated
32 for any other reason from performing the functions of this office, a substitute
33 election officer shall be selected in accordance with the dispute resolution
34 provisions herein.
35

36 (c) The election officer shall certify the labor organization as the
37 exclusive collective bargaining representative of a unit of employees if the
38 labor organization has received the majority of votes by employees voting in
39 a secret ballot election that the election officer determines to have been
40 conducted fairly. If the election officer determines that the election was

1 conducted unfairly due to misconduct by the tribe and/or employer or union,
2 the election officer may order a re-run election. If the election officer
3 determines that there was the commission of serious Unfair Labor Practices
4 by the tribe that interfere with the election process and preclude the holding
5 of a fair election, and the labor organization is able to demonstrate that it had
6 the support of a majority of the employees in the unit at any point before or
7 during the course of the tribe's misconduct, the election officer shall certify
8 the labor organization.

9
10 (d) The tribe or the union may appeal any decision rendered after
11 the date of the election by the election officer to a three (3) member panel of
12 the Tribal Labor Panel mutually chosen by both parties.

13
14 (e) A union which loses an election and has exhausted all dispute
15 remedies related to the election may not invoke any provisions of this labor
16 ordinance at that particular casino or related facility until one year after the
17 election was lost.

18 19 **Section 11: Collective bargaining impasse**

20
21 Upon recognition, the tribe and the union will negotiate in
22 good faith for a collective bargaining agreement covering bargaining unit
23 employees represented by the union. If collective bargaining negotiations
24 result in impasse, and the matter has not been resolved by the tribal forum
25 procedures sets forth in Section 13 (b) governing resolution of impasse
26 within sixty (60) working days or such other time as mutually agreed to by
27 the parties, the union shall have the right to strike. Strike-related picketing
28 shall not be conducted on Indian lands as defined in 25 U.S.C. Sec. 2703 (4).

29 30 **Section 12: Decertification of bargaining agent**

31
32 (a) The filing of a petition signed by thirty percent (30%) or more
33 of the Eligible Employees in a bargaining unit seeking the decertification of
34 a certified union, will result in a secret ballot election to be held 30 days
35 from the presentation of the petition.

36
37 (b) The election shall be conducted by an election officer. The
38 election officer shall be a member of the Tribal Labor Panel chosen pursuant
39 to the dispute resolution provisions herein. All questions concerning the
40 decertification of the labor organization shall be resolved by an election

1 officer. The election officer shall be chosen upon notification to the tribe
2 and the union of the intent of the employees to present a decertification
3 petition, and the same election officer shall preside thereafter for all
4 proceedings under the request for decertification; provided however that if
5 the election officer resigns, dies or is incapacitated for any other reason from
6 performing the functions of this office, a substitute election officer shall be
7 selected in accordance with the dispute resolution provisions herein.

8
9 (c) The election officer shall order the labor organization
10 decertified as the exclusive collective bargaining representative if a majority
11 of the employees voting in a secret ballot election that the election officer
12 determines to have been conducted fairly vote to decertify the labor
13 organization. If the election officer determines that the election was
14 conducted unfairly due to misconduct by the tribe and/or employer or the
15 union the election officer may order a re-run election or dismiss the
16 decertification petition.

17
18 (d) A decertification proceeding may not begin until one (1) year
19 after the certification of a labor union if there is no collective bargaining
20 agreement. Where there is a collective bargaining agreement, a
21 decertification petition may only be filed no more than 90 days and no less
22 than 60 days prior to the expiration of a collective bargaining agreement. A
23 decertification petition may be filed anytime after the expiration of a
24 collective bargaining agreement.

25
26 (e) The tribe or the union may appeal any decision rendered after
27 the date of the election by the election officer to a three (3) member panel of
28 the Tribal Labor Panel mutually chosen by both parties.

29
30 **Section 13: Binding dispute resolution mechanism**

31
32 (a) All issues shall be resolved exclusively through the binding
33 dispute resolution mechanisms herein, with the exception of a collective
34 bargaining negotiation impasse, which shall only go through the first level of
35 binding dispute resolution.

36
37 (b) The first level of binding dispute resolution for all matters
38 related to organizing, election procedures, alleged unfair labor practices, and
39 discharge of Eligible Employees shall be an appeal to a designated tribal
40 forum such as a Tribal Council, Business Committee, or Grievance Board.

1 The parties agree to pursue in good faith the expeditious resolution of these
2 matters within strict time limits. The time limits may not be extended
3 without the agreement of both parties. In the absence of a mutually
4 satisfactory resolution, either party may proceed to the independent binding
5 dispute resolution set forth below. The agreed upon time limits are set forth
6 as follows:

7
8 (1) All matters related to organizing, election procedures and
9 alleged unfair labor practices prior to the union becoming certified as the
10 collective bargaining representative of bargaining unit employees, shall be
11 resolved by the designated tribal forum within thirty (30) working days.

12 (2) All matters after the union has become certified as the
13 collective bargaining representative and relate specifically to impasse during
14 negotiations, shall be resolved by the designated tribal forum within sixty
15 (60) working days;

16
17 (c) The second level of binding dispute resolution shall be a
18 resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators
19 appointed by mutual selection of the parties which panel shall serve all tribes
20 that have adopted this ordinance. The Tribal Labor Panel shall have
21 authority to hire staff and take other actions necessary to conduct elections,
22 determine units, determine scope of negotiations, hold hearings, subpoena
23 witnesses, take testimony, and conduct all other activities needed to fulfill its
24 obligations under this Tribal Labor Relations Ordinance.

25
26 (1) Each member of the Tribal Labor Panel shall have relevant
27 experience in federal labor law and/or federal Indian law with preference
28 given to those with experience in both. Names of individuals may be
29 provided by such sources as, but not limited to, Indian Dispute Services,
30 Federal Mediation and Conciliation Service, and the American Academy of
31 Arbitrators.

32 (2) Unless either party objects, one arbitrator from the Tribal
33 Labor Panel will render a binding decision on the dispute under the
34 Ordinance. If either party objects, the dispute will be decided by a three-
35 member panel of the Tribal Labor Panel, which will render a binding
36 decision. In the event there is one arbitrator, five (5) Tribal Labor Panel
37 names shall be submitted to the parties and each party may strike no more
38 than two (2) names. In the event there is a three (3) member panel, seven (7)
39 TLP names shall be submitted to the parties and each party may strike no
40 more than two (2) names. A coin toss shall determine which party may

1 strike the first name. The arbitrator will generally follow the American
2 Arbitration Association's procedural rules relating to labor dispute
3 resolution. The arbitrator or panel must render a written, binding decision
4 that complies in all respects with the provisions of this Ordinance.
5

6 (d) Under the third level of binding dispute resolution, either party
7 may seek a motion to compel arbitration or a motion to confirm an
8 arbitration award in Tribal Court, which may be appealed to federal court. If
9 the Tribal Court does not render its decision within 90 days, or in the event
10 there is no Tribal Court, the matter may proceed directly to federal court. In
11 the event the federal court declines jurisdiction, the tribe agrees to a limited
12 waiver of its sovereign immunity for the sole purpose of compelling
13 arbitration or confirming an arbitration award issued pursuant to the
14 Ordinance in the appropriate state superior court. The parties are free to put
15 at issue whether or not the arbitration award exceeds the authority of the
16 Tribal Labor Panel.

DEPARTMENT OF THE INTERIOR**Bureau of Indian Affairs****Indian Gaming**

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State Compacts.

SUMMARY: Pursuant to Section 11 of the Indian Gaming Regulatory Act (IGRA), Pub. L. 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority on May 5, 2000, has approved the following Tribal-State Compacts between the State of California and California Indian Tribes:

Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, Alturas Indian Rancheria, Berry Creek Rancheria of Maidu Indians of California, Blue Lake Rancheria, Buena Vista Rancheria of Me-Wuk Indians of California, Bear River Band of Rohnerville Rancheria, Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, Big Sandy Rancheria of Mono Indians of California, Big Valley Band of Pomo Indians of the Big Valley Rancheria, Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, Cabazon Band of Cahuilla Mission Indians of the Cabazon Reservation, Cahto Indian Tribe of Laytonville Rancheria, Cahuilla Band of Mission Indians of the Cahuilla Reservation, Campo Band of Diegueno Mission Indians of the Campo Indian Reservation,

Chemehuevi Indian Tribe of the Chemehuevi Reservation, Chicken Ranch Rancheria of the Me-Wuk Indians of California, Resighini Rancheria (formerly known as the Coast Indian Community of Yurok Indians of the Resighini Rancheria), Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, Cuyapaipe Community of Diegueno Mission Indians of the Cuyapaipe Reservation, Dry Creek Rancheria of Pomo Indians of California, Elk Valley Rancheria, Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, Hoopa Valley Tribe, Hopland Band of Pomo Indians of the Hopland Rancheria, Jackson Rancheria of Me-Wuk Indians of California, Jamul Indian Village of California, La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation, Manchester Band of Pomo Indians of the Manchester-Point Area Rancheria, Manzanita Band of the Diegueno Mission Indians of the Manzanita Reservation, Middletown Rancheria of Pomo Indians of California, Mooretown Rancheria of Maidu Indians of California, Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, Pala Band of the Luiseno Mission Indians of the Pala Reservation, Paskenta Band of Nomlaki Indians of California, Pechenga Band of Luiseno Mission Indians of the Pechenga Reservation, Picayune Rancheria of Chukchansi Indians of California, Pit River Tribe, California, Quechan Tribe of the Fort Yuma Indian Reservation, Redding Rancheria, Rincon Band of Luiseno Mission Indians of the Rincon Reservation, Robinson Rancheria of Pomo Indians of California, Rumsey Indian Rancheria of Wintun Indians of California, San Manuel Band of Serrano Mission Indians of the San Manuel Reservation, San Pasqual Band of Diegueno Mission Indians of California, Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation, Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), Sherwood Valley Rancheria of Pomo Indians of California, Smith River Rancheria, Soboba Band of Luiseno Mission Indians of the Soboba Reservation, Susanville Indian Rancheria, Sycuan Band of Diegueno Mission Indians of California, Table Mountain Rancheria of California, Cher-Ae Heights Indian Community of the Trinidad Rancheria, Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California,

Twenty-Nine Palms Band of Luiseno Mission Indians of California, Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, Tule River Indian Tribe of the Tule River Reservation, United Auburn Indian Community of the Auburn Rancheria of California.

DATES: This action is effective May 16, 2000.

FOR FURTHER INFORMATION CONTACT:

George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-4066.

Dated: May 11, 2000.

Kevin Gover,

Assistant Secretary—Indian Affairs.

[FR Doc. 00-12322 Filed 5-15-00; 8:45 am]

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TRIBAL-STATE COMPACT
BETWEEN
THE STATE OF CALIFORNIA
AND THE
DRY CREEK RANCHERIA
BAND OF POMO INDIANS

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**TRIBAL-STATE COMPACT
BETWEEN THE STATE OF CALIFORNIA AND THE
DRY CREEK RANCHERIA BAND OF POMO INDIANS**

The Dry Creek Rancheria Band of Pomo Indians (Tribe), a federally recognized Indian tribe, and the State of California (State) enter into this tribal-state class III gaming compact (Compact) pursuant to the Indian Gaming Regulatory Act of 1988 (IGRA).

PREAMBLE

WHEREAS, in 1988, Congress enacted IGRA as the federal statute governing Indian gaming in the United States. The purposes of IGRA are to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments; to provide a statutory basis for regulation of Indian gaming adequate to shield it from organized crime and other corrupting influences; to ensure that the Indian tribe is the primary beneficiary of the gaming operation; to ensure that gaming is conducted fairly and honestly by both the operator and players; and to declare that the establishment of an independent federal regulatory authority for gaming on Indian lands, federal standards for gaming on Indian lands, and a National Indian Gaming Commission are necessary to meet congressional concerns; and

WHEREAS, the system of regulation of Indian gaming fashioned by Congress in IGRA rests on an allocation of regulatory jurisdiction among the three sovereigns involved: the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes class III gaming activities lawful on the lands of federally recognized Indian tribes only if such activities are: (1) authorized by a tribal ordinance, (2) located in a state that permits such gaming for any purpose by any person, organization or entity, and (3) conducted in conformity with a gaming compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior; and

WHEREAS, the Tribe currently operates a tribal gaming casino offering class III gaming activities on its land, including approximately 1,100 class III gaming devices pursuant to the Tribal-State Compact Between the State of California and the Dry Creek Rancheria Band of Pomo Indians entered into in 1999 (1999 Compact); and

WHEREAS, the State enters into this Compact out of respect for the sovereignty of the Tribe; in recognition of the historical fact that Indian gaming has become the single largest revenue producing activity for Indian tribes in the United States; to enhance tribal state cooperation in areas of mutual concern; and out of a respect for the sentiment of the voters of California who, in first approving Proposition 5 in 1998 and then amending the State Constitution through approval of Proposition 1A in 2000, expressed their belief that the forms of gaming authorized herein should be allowed; to be conducted exclusively by Tribes on Indian lands; and

WHEREAS, the State has a legitimate interest in promoting the purposes of IGRA for all federally recognized Indian tribes in California, whether gaming or nongaming. The State contends that it has an equally legitimate sovereign interest in regulating the growth of Class III gaming activities in California. The Tribe and the State share a joint sovereign interest in ensuring that tribal gaming activities are free from criminal and other undesirable elements; and

WHEREAS, the Tribe and Sonoma County entered into a Memorandum of Agreement effective as of March 18, 2008, which has been interpreted, implemented, and modified under the letter agreements of May 28, 2010, May 23, 2011, and July 12, 2012 (collectively, the “MOA”); and

WHEREAS, the MOA accomplished several things, including: resolution of several disputes between the Tribe and Sonoma County, provision for off-reservation mitigations, establishment of a process to identify and mitigate potential off-reservation environmental impacts of future Tribal economic development projects, establishment of a process to resolve disputes arising under the MOA, creation of a framework for building and maintaining a mutually beneficial government to government relationship of the Parties, and identification of ways for the Parties to work together to provide services and benefits to the tribal community and Sonoma County residents; and

WHEREAS, in 2008, shortly after completing the MOA, a major economic downturn began and continued into 2010 and beyond, which resulted in the loss of financing for construction of the Tribe’s planned resort project, and substantially negatively impacted the casino’s economic performance; and in November 2013, changes in the Tribe’s marketplace further added stress to the Tribe’s economic situation; and

WHEREAS, in 2014, the Tribe defaulted on over \$150 million in bonded indebtedness, and on over \$50 million in remaining payments due to the County under the MOA, putting the Tribe in breach of the MOA; and

WHEREAS, in 2013 the Tribe had initiated re-negotiations of the MOA, requesting that the County consider restructuring and compromising the Tribe's indebtedness due to the foregoing facts, which in conjunction with the restructuring of the Tribe's bonded indebtedness, would allow the Tribe to rebuild its business and revitalize its participation in the local economy; and

WHEREAS, in December 2015, the Tribe agreed to amend specific provisions of the MOA, which extends its term to December 31, 2030; and

WHEREAS, the State supports the Tribe's efforts to mitigate off-reservation impacts and finds that it is in the best interest of the State and the Tribe to establish the term of the Tribe's Compact beyond the term of the MOA so that the Tribe and the County have sufficient time to communicate on all issues, and there is sufficient flexibility built into the Tribe's MOA to extend its term as appropriate in the future; and

WHEREAS, the State and the Tribe agree that all terms of this Compact are intended to be binding and enforceable.

NOW, THEREFORE, the Tribe and the State agree as set forth herein:

SECTION 1.0. PURPOSES AND OBJECTIVES.

The terms of this Compact are designed and intended to:

- (a) Evidence the goodwill and cooperation of the Tribe and the State in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the parties.
- (b) Enhance and implement a means of regulating Class III Gaming to ensure its fair and honest operation in a way that protects the interests of the Tribe, the State, its citizens, and local communities in accordance with IGRA, and through that regulated Class III Gaming, enable the Tribe to develop self-sufficiency, promote tribal economic development, and generate jobs and revenues to support the Tribe's government and its governmental services and programs.

- (c) Promote ethical practices in conjunction with Class III Gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Gaming Operation, protect against the presence or participation of persons whose criminal backgrounds, reputations, character, or associations make them unsuitable for participation in gaming, thereby maintaining a high level of integrity in tribal government gaming, and protect the patrons and employees of the Gaming Operation and the local communities.
- (d) Achieve the objectives set forth in the preamble.

SECTION 2.0. DEFINITIONS.

Sec. 2.1. “Applicable Codes” means the most current adopted editions of building and fire codes in effect at the time of construction of a Project, as adopted by the Tribe as tribal law, which shall include or be consistent with the Applicable Codes identified in the MOA, as it may be amended. Nothing in this section shall be construed to grant to the County, or to limit the Tribe's, authority or jurisdiction with respect to such codes or any matter related directly or indirectly thereto. Should the MOA expire or not otherwise be in force, “Applicable Codes” shall mean the California Building Code and the California Public Safety Code applicable to the County, as set forth in titles 19 and 24 of the California Code of Regulations, as those regulations may be amended during the term of this Compact, including, but not limited to, codes for building, electrical, energy, mechanical, plumbing, fire and safety.

Sec. 2.2. “Applicant” means an individual or entity that applies for a tribal gaming license or for a State Gaming Agency determination of suitability.

Sec. 2.3. “Association” means an association of California tribal and state gaming regulators, the membership of which comprises up to two (2) representatives from each tribal gaming agency of those tribes with whom the State has a gaming compact under IGRA, and up to two (2) delegates each from the state Department of Justice, Bureau of Gambling Control and the California Gambling Control Commission.

Sec. 2.4. “Class III Gaming” means the forms of class III gaming defined as such in 25 U.S.C. § 2703(8) and by the regulations of the National Indian Gaming Commission.

Sec. 2.5. “Commission” means the California Gambling Control Commission, or any successor agency of the State.

Sec. 2.6. “Compact” means this Tribal-State Compact Between the State of California and the Dry Creek Rancheria Band of Pomo Indians.

Sec. 2.7. “County” means the County of Sonoma, California, a political subdivision of the State.

Sec. 2.8. “Financial Source” means any person or entity who, directly or indirectly, extends financing to the Gaming Facility or Gaming Operation.

Sec. 2.9. “Gaming Activity” or “Gaming Activities” means the Class III Gaming activities authorized under this Compact.

Sec. 2.10. “Gaming Device” means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution. For purposes of calculating the number of Gaming Devices, each player station or terminal on which a game is played constitutes a separate Gaming Device, irrespective of whether it is part of an interconnected system to such terminals or stations. “Gaming Device” includes, but is not limited to, video poker, but does not include electronic, computer, or other technological aids that qualify as class II gaming (as defined under IGRA).

Sec. 2.11. “Gaming Employee” means any natural person who is an employee of the Gaming Operation and (a) conducts, operates, maintains, repairs, accounts for, or assists in any Gaming Activities, or is in any way responsible for supervising such Gaming Activities or persons who conduct, operate, maintain, repair, account for, assist, or supervise any such Gaming Activities, (b) is in a category under federal or tribal gaming law requiring licensing, or (c) is a person whose employment duties require or authorize access to areas of the Gaming Facility in which any activities related to Gaming Activities are conducted but that are not open to the public. The definition of Gaming Employee does not include members or employees of the Tribal Gaming Agency.

Sec. 2.12. “Gaming Facility” or “Facility” means any building in which Gaming Activities or any Gaming Operations occur, or in which business records, receipts, or funds of the Gaming Operation are maintained (excluding offsite facilities primarily dedicated to storage of those records and financial institutions), and all rooms, buildings, and areas, including hotels, parking lots, and walkways, a principal purpose of which is to serve the activities of the Gaming Operation rather than providing them with an incidental benefit, provided that nothing herein prevents the conduct of class II gaming (as defined under IGRA) therein. Nothing herein shall be construed to apply in a manner that does not directly relate to the operation of Gaming Activities.

Sec. 2.13. “Gaming Operation” means the business enterprise that offers and operates Gaming Activities, whether exclusively or otherwise.

Sec. 2.14. “Gaming Ordinance” means a tribal ordinance or resolution duly authorizing the conduct of Gaming Activities on the Tribe’s eligible Indian lands in California and approved under IGRA.

Sec. 2.15. “Gaming Resources” means any goods or services provided or used in connection with Gaming Activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, Gaming Devices and ancillary equipment, implements of Gaming Activities such as playing cards, furniture designed primarily for Gaming Activities, maintenance or security equipment and services, and Class III Gaming consulting services. “Gaming Resources” does not include professional accounting and legal services.

Sec. 2.16. “Gaming Resource Supplier” means any person or entity who, directly or indirectly, does, or is deemed likely to, manufacture, distribute, supply, vend, lease, purvey, or otherwise provide, to the Gaming Operation or Gaming Facility at least twenty-five thousand dollars (\$25,000) in Gaming Resources in any twelve (12)-month period, or who, directly or indirectly, receives, or is deemed likely to receive, in connection with the Gaming Operation or Gaming Facility, at least twenty-five thousand dollars (\$25,000) in any consecutive twelve (12)-month period, provided that the Tribal Gaming Agency may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with, Gaming Activities, if, but for the purveyance, the purveyor is not otherwise a Gaming Resource Supplier as described herein, the compensation received by the purveyor is not grossly disproportionate to the value of the goods or services provided, and the purveyor is

not otherwise a person who exercises a significant influence over the Gaming Operation.

Sec. 2.17. “IGRA” means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. §§ 1166-1168 and 25 U.S.C. § 2701 et seq.), and any amendments thereto, as interpreted by all regulations promulgated thereunder.

Sec. 2.18. “Interested Persons” means (a) all local, state, and federal agencies, which, if a Project were not taking place on Indian lands, would have responsibility for approving the Project or would exercise authority over the natural resources that may be affected by the Project, (b) any incorporated city within ten (10) miles of the Project, and (c) persons, groups, or agencies that request in writing a notice of preparation of a draft tribal environmental impact report described in section 11.0, or have commented on the Project in writing to the Tribe or the County.

Sec. 2.19. “Management Contractor” means any Gaming Resource Supplier with whom the Tribe has contracted for the management of any Gaming Activity or Gaming Facility, including, but not limited to, any person who would be regarded as a management contractor under IGRA.

Sec. 2.20. “MOA” means the Memorandum of Agreement between the Dry Creek Rancheria Band of Pomo Indians and the County of Sonoma dated March 18, 2008, and as amended.

Sec. 2.21. “Net Win” means drop from Gaming Devices, plus the redemption value of expired tickets, less fills, less payouts, less that portion of the Gaming Operation’s payments to a third-party wide-area progressive jackpot system provider that is contributed only to the progressive jackpot amount.

Sec. 2.22. “NIGC” means the National Indian Gaming Commission.

Sec. 2.23. “Project” means (a) the construction of a new Gaming Facility, (b) a renovation, expansion or significant renovation or modification of the Tribe’s existing Gaming Facility, or (c) other activity, provided the principal purpose of which is directly related to the Gaming Operation or Gaming Activities, and any one of which may cause a Significant Effect on the Off-Reservation Environment as defined in section 2.24. “Project” does not include an activity that has been both described and the impacts of which have been previously addressed in section 3.43.5 of the MOA. For purposes of this definition, section 11.0, and Appendix B,

“reservation” refers to the Tribe’s Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe by the United States.

Sec. 2.24. “Significant Effect(s) on the Off-Reservation Environment” occur(s) if any of the following conditions exist:

(a) A proposed Project has the potential to degrade the quality of the off-reservation environment, curtail the range of the environment, or achieve short-term, to the disadvantage of long-term, environmental goals.

(b) The possible effects of a Project on the off-reservation environment are individually limited but cumulatively considerable. As used herein, “cumulatively considerable” means that the incremental effects of an individual Project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

(c) The off-reservation environmental effects of a Project will cause substantial adverse effects on human beings, either directly or indirectly.

For purposes of this definition, “reservation” refers to the Tribe’s Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe by the United States.

Sec. 2.25. “State” means the State of California or an authorized official or agency thereof designated by this Compact or by the Governor.

Sec. 2.26. “State Designated Agency” means the entity or entities designated or to be designated by the Governor to exercise rights and fulfill responsibilities established by this Compact.

Sec. 2.27. “State Gaming Agency” means the entities authorized to investigate, approve, regulate and license gaming pursuant to the Gambling Control Act (chapter 5 (commencing with section 19800) of division 8 of the California Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may hereafter be vested.

Sec. 2.28. “Tribal Chair” or “Tribal Chairperson” means the person duly elected or selected under the Tribe’s constitution or governing documents to

perform the duties specified therein, including serving as the Tribe's official representative.

Sec. 2.29. "Tribal Gaming Agency" means the person, agency, board, committee, commission, or council designated under tribal law, including, but not limited to, an intertribal gaming regulatory agency approved to fulfill those functions by the NIGC, primarily responsible for carrying out the Tribe's regulatory responsibilities under IGRA and the Tribe's Gaming Ordinance. No person employed in, or in connection with, the management, supervision, or conduct of any Gaming Activity may be a member or employee of the Tribal Gaming Agency.

Sec. 2.30. "Tribe" means the Dry Creek Rancheria Band of Pomo Indians, a federally recognized Indian tribe listed in the Federal Register or an authorized official or agency thereof.

SECTION 3.0. SCOPE OF CLASS III GAMING AUTHORIZED.

Sec. 3.1. Authorized Class III Gaming.

- (a) The Tribe is hereby authorized and permitted to operate only the following Gaming Activities under the terms and conditions set forth in the Compact:
 - (1) Gaming Devices.
 - (2) Any banking or percentage card games.
 - (3) Any devices or games that are authorized under State law to the California State Lottery, provided that the Tribe will not offer such games through use of the Internet unless others in the state not affiliated with or licensed by the California State Lottery are permitted to do so under state and federal law.
- (b) Nothing herein shall be construed to preclude the Tribe from offering class II gaming or preclude the negotiation of a separate compact governing the conduct of off-track wagering at the Tribe's Gaming Facility.

- (c) Nothing herein shall be construed to authorize or permit the operation of any Class III Gaming that the State lacks the power to authorize or permit under article IV, section 19, subdivision (f), of the California State Constitution.
- (d) The Tribe shall not engage in Class III Gaming that is not expressly authorized in this Compact.

SECTION 4.0. AUTHORIZED LOCATION OF GAMING FACILITY, NUMBER OF GAMING DEVICES, COST REIMBURSEMENT, AND MITIGATION.

Sec. 4.1. Authorized Number of Gaming Devices.

The Tribe is entitled to operate up to a total of one thousand two hundred (1,200) Gaming Devices pursuant to the conditions set forth in section 3.1 and section 4.2 through and including section 5.2.

Sec. 4.2. Authorized Gaming Facilities.

The Tribe may establish and operate not more than two (2) Gaming Facilities and engage in Class III Gaming only on eligible Indian lands held in trust for the Tribe, located within the boundaries of the Tribe's Rancheria, as those boundaries exist as of the execution date of this Compact, as legally described in, and represented on the map at Appendix A hereto, and on which Class III Gaming may lawfully be conducted under IGRA. The Tribe may combine and operate in its Gaming Facilities any forms and kinds of gaming permitted under law, except to the extent limited under IGRA, this Compact, or the Tribe's Gaming Ordinance. If the Tribe chooses to operate more than one (1) Gaming Facility, then one (1) of the two (2) Gaming Facilities shall have no more than five hundred (500) Gaming Devices and shall have a primary purpose other than gaming authorized under IGRA, and shall be subject to negotiation with the County pursuant to the MOA.

Sec. 4.3. Special Distribution Fund.

The Tribe shall pay to the State on a pro rata basis the State's 25 U.S.C. § 2710(d)(3)(C) costs incurred for purposes consistent with IGRA, including the performance of all its duties under this Compact, the administration and implementation of tribal-state Class III Gaming compacts, and funding for the Office of Problem Gambling, as determined by the monies appropriated in the

annual Budget Act each fiscal year to carry out those purposes (Appropriation). The Appropriation and the maximum number of Gaming Devices operated by all federally recognized tribes in California pursuant to tribal-state Class III Gaming compacts determined to be in operation during the previous State fiscal year shall be reported annually by the State Gaming Agency to the Tribe on or before December 15. The term “operated” or “operation” as used in this Compact in relation to Gaming Devices describes each and every Gaming Device available to patrons (including slot tournament contestants) for play at any given time. The Tribe’s pro rata share of the State’s 25 U.S.C. § 2710(d)(3)(C) regulatory costs in any given year this Compact is in effect shall be calculated by the following equation:

The maximum number of Gaming Devices operated in the Tribe’s Gaming Facility during the previous State fiscal year as determined by the State Gaming Agency, divided by the maximum number of Gaming Devices operated by all federally recognized tribes in California pursuant to tribal-state Class III Gaming compacts during the previous State fiscal year, multiplied by the Appropriation, equals the Tribe’s pro rata share.

- (a) Beginning the first full quarter after Class III Gaming commences under this Compact, the Tribe shall pay its pro rata share to the State Gaming Agency for deposit into the Indian Gaming Special Distribution Fund established by the Legislature (Special Distribution Fund). The payment shall be made in four (4) equal quarterly installments due on the thirtieth (30th) day following the end of each calendar quarter (i.e., by April 30 for the first quarter, July 30 for the second quarter, October 30 for the third quarter, and January 30 for the fourth quarter); provided, however, that in the event this Compact becomes effective during a calendar quarter, payment shall be prorated for the number of days remaining in that initial quarter, in addition to any remaining full quarters in the first calendar year of operation to obtain a full year of full quarterly payments of the Tribe’s pro rata share specified above. A payment year will run from January through December. If any portion of the Tribe’s quarterly pro rata share payment is overdue, the Tribe shall pay to the State for purposes of deposit into the appropriate fund, the amount overdue plus interest accrued thereon at the rate of one percent (1%) per month or the maximum rate permitted by State law for delinquent payments owed to the State, whichever is less. All quarterly payments shall be

accompanied by the Quarterly Contribution Report specified in section 4.4, subdivision (b).

- (b) If the Tribe objects to the State's determination of the Tribe's pro rata share, or to the amount of the Appropriation as including matters not consistent with IGRA, the matter shall be resolved in accordance with the dispute resolution provisions of section 13.0. Any State determination of the Tribe's pro rata share challenged by the Tribe shall govern and shall be paid by the Tribe to the State when due, and the Tribe's payment is a condition precedent to invoking the section 13.0 dispute resolution provisions.
- (c) The Tribe's annual pro rata share payment amount under this section, shall be capped at an amount equal to a five (5%) percent increase from the Appropriation used to calculate the Tribe's pro rata share in the immediately preceding year.
- (d) The foregoing payments have been negotiated between the parties as a fair and reasonable contribution, based upon the State's costs of regulating and mitigating certain impacts of tribal Class III Gaming Activities, as well as the Tribe's market conditions, its circumstances, and the rights afforded and consideration provided by this Compact.

Sec. 4.3.1. Use of Special Distribution Funds.

Revenue placed in the Special Distribution Fund shall be available for appropriation by the Legislature for the following purposes:

- (a) Grants, including any administrative costs, for programs designed to address and treat gambling addiction;
- (b) Grants, including any administrative costs and environmental review costs, for the support of State and local government agencies impacted by tribal government gaming;
- (c) Compensation for regulatory costs incurred by the State including, but not limited to, the Commission, the California Department of Justice, the Office of the Governor, the California Department of Public Health Programs, Office of Problem Gambling, the State Controller,

the Department of Human Resources, the Financial Information System for California, and State Designated Agencies in connection with the implementation and administration of Class III Gaming compacts in California;

- (d) Compensation to state and local governments for law enforcement, fire, public safety, and other emergency response services provided in response to or arising from any threat to the health, welfare and safety of Gaming Facility patrons, employees, tribal members or the public generally, attributable to, or as a consequence of, intra-tribal government disputes; and
- (e) Any other purposes specified by the Legislature that are consistent with IGRA, including funds necessary to ensure adequate funding to the Revenue Sharing Trust Fund as that term is defined in this Compact.

Sec. 4.4. Quarterly Payments and Quarterly Contribution Report.

- (a)
 - (1) The Tribe shall remit quarterly to the State Gaming Agency the payments described in section 4.3, for deposit into the Special Distribution Fund. If the Tribe seeks to amend this compact pursuant to section 5.2 to increase the number of authorized gaming devices, that amended compact will address the Tribe's payment obligations into the Revenue Sharing Trust Fund and Tribal Nation Grant Fund in a manner consistent with other compacts.
 - (2) If the Gaming Activities authorized by this Compact commence during a calendar quarter, the first payment shall be due on the thirtieth (30th) day following the end of the first full quarter of the Gaming Activities and shall cover the period from the commencement of the Gaming Activities to the end of the first full calendar quarter.
 - (3) All quarterly payments shall be accompanied by the certification specified in subdivision (b).
- (b) At the time each quarterly payment is due, regardless of whether any monies are owed, the Tribe shall submit to the State Gaming Agency

a certification (the “Quarterly Contribution Report”) that specifies the following:

- (1) calculation of the maximum number of Gaming Devices operated in the Gaming Facility for each day during the given quarter;
- (2) the amount due pursuant to section 4.3;
- (3) the total amount of the quarterly payment paid to the State.

The Quarterly Contribution Report shall be prepared by the chief financial officer of the Gaming Operation.

- (c) Notwithstanding anything to the contrary in section 13.0, any failure of the Tribe to remit the payments referenced in subdivision (a), will entitle the State to immediately seek injunctive relief in federal or state court, at the State’s election, to compel the payments, plus accrued interest thereon at the rate of one percent (1%) per month, or the maximum rate permitted by State law for delinquent payments owed to the State, whichever is less; and further, the Tribe expressly consents to be sued in either court and waives its right to assert sovereign immunity against the State in any such proceeding. Failure to make timely payment shall be deemed a material breach of this Compact.
- (d) If any portion of the payments under subdivision (a) of this section is overdue after the State Gaming Agency has provided written notice to the Tribe of the overdue amount with an opportunity to cure of at least fifteen (15) business days, and if more than sixty (60) calendar days have passed from the due date, then the Tribe shall cease operating all of its Gaming Devices until full payment is made.

Sec. 4.5. Exclusivity.

In recognition of the Tribe’s agreement to make the payments specified in sections 4.3 and 5.2, the Tribe shall have the following rights:

- (a) In the event the exclusive right of Indian tribes to operate Gaming Devices in California is abrogated by the enactment, amendment, or

repeal of a State statute or constitutional provision, or the conclusive and dispositive judicial construction of a statute or the State Constitution by a California appellate court after the effective date of this Compact that Gaming Devices may lawfully be operated by another person, organization, or entity (other than an Indian tribe operating pursuant to a Class III Gaming compact) within California, the Tribe shall have the right to exercise one of the following options:

- (1) Terminate this Compact, in which case the Tribe will lose the right to operate Gaming Devices and other Class III Gaming authorized by this Compact; or
 - (2) Continue under this Compact with an entitlement to a reduction of the rates specified in sections 4.3 and 5.2 following the conclusion of negotiations, to provide for: (A) compensation to the State for the costs of regulation, as set forth in section 4.3; (B) reasonable payments to local governments impacted by tribal government gaming, the amount to be determined based upon any intergovernmental agreement entered into pursuant to section 11.7; (C) grants for programs designed to address and treat gambling addiction; and (D) such assessments as authorized at such time under federal law. The negotiations shall commence within thirty (30) days after receipt of a written request by a party to enter into negotiations, unless both parties agree in writing to an extension of time. If the Tribe and the State fail to reach agreement on the amount of reduction of such payments within sixty (60) days following commencement of the negotiations specified in this section, the amount shall be determined by arbitration pursuant to section 13.2.
- (b) Nothing in this section is intended to preclude the California State Lottery from offering any lottery games or devices that are currently or may hereafter be authorized by State law.
 - (c) Nothing in this section precludes the Tribe from invoking the dispute resolution provisions of section 13.0 to address the issue of whether any person or entity (other than an Indian tribe with an approved Class III Gaming compact) is engaging in the Gaming Activities specified in subdivisions (a) or (b) of section 4.1 of this Compact.

SECTION 5.0. REVENUE SHARING WITH NON-GAMING AND LIMITED-GAMING TRIBES.

Sec. 5.1. Definitions.

For purposes of this section 5.0, the following definitions apply:

- (a) The “Revenue Sharing Trust Fund” is a fund created by the Legislature and administered by the State Gaming Agency that, as a limited trustee, is not a trustee subject to the duties and liabilities contained in the California Probate Code, similar state or federal statutes, rules or regulations, or under state or federal common law or equitable principles, and has no duties, responsibilities, or obligations hereunder except for the receipt, deposit, and distribution of monies paid by gaming tribes for the benefit of Non-Gaming Tribes and Limited-Gaming Tribes. The State Gaming Agency shall allocate and disburse the Revenue Sharing Trust Fund monies on a quarterly basis as specified by the Legislature. Each eligible Non-Gaming Tribe and Limited-Gaming Tribe in the State shall receive the sum of one million one hundred thousand dollars (\$1,100,000) per year from the Revenue Sharing Trust Fund. In the event there are insufficient monies in the Revenue Sharing Trust Fund to pay one million one hundred thousand dollars (\$1,100,000) per year to each eligible Non-Gaming Tribe and Limited-Gaming Tribe, any available monies in that fund shall be distributed to eligible Non-Gaming Tribes and Limited-Gaming Tribes in equal shares. Monies deposited into the Revenue Sharing Trust Fund in excess of the amount necessary to distribute one million one hundred thousand dollars (\$1,100,000) to each eligible Non-Gaming Tribe and Limited-Gaming Tribe shall remain in the Revenue Sharing Trust Fund available for disbursement in future years, or deposited in the Tribal Nation Grant Fund but shall not be diverted to any non-Revenue Sharing Trust Fund or any non-Tribal Nation Grant Fund use or purpose. In no event shall the State’s general fund be obligated to make up any shortfall in the Revenue Sharing Trust Fund or to pay any unpaid claims connected therewith, and, notwithstanding any provision of law, including any existing provision of law implementing the State Gaming Agency’s obligations related to the Revenue Sharing Trust Fund under any Class III Gaming compact, Non-Gaming Tribes and Limited-Gaming

Tribes are not third-party beneficiaries of this Compact and shall have no right to seek any judicial order compelling disbursement of any Revenue Sharing Trust Fund monies to them.

- (b) The “Tribal Nation Grant Fund” is a fund created by the Legislature to make discretionary distribution of funds to Non-Gaming Tribes and Limited-Gaming Tribes upon application of such tribes for purposes related to effective self-governance, self-determined community, and economic development. The fiscal operations of the Tribal Nation Grant Fund are administered by the State Gaming Agency, which acts as a limited trustee, not subject to the duties and liabilities contained in the California Probate Code, similar state or federal statutes, rules or regulations, or under state or federal common law or equitable principles, and with no duties or obligations hereunder except for the receipt, deposit, and distribution of monies paid by gaming tribes for the benefit of Non-Gaming Tribes and Limited-Gaming Tribes, as those payments are directed by a State Designated Agency. The State Gaming Agency shall allocate and disburse the Tribal Nation Grant Fund monies as specified by a State Designated Agency to one (1) or more eligible Non-Gaming and Limited-Gaming Tribes upon a competitive application basis. The State Gaming Agency shall exercise no discretion or control over, nor bear any responsibility arising from, the recipient tribes’ use or disbursement of Tribal Nation Grant Fund monies. The State Designated Agency shall perform any necessary audits to ensure that monies awarded to any tribe are being used in accordance with their disbursement in relation to the purpose of the Tribal Nation Grant Fund. In no event shall the State’s general fund be obligated to pay any monies into the Tribal Nation Grant Fund or to pay any unpaid claims connected therewith, and, notwithstanding any provision of law, including any existing provision of law implementing the State’s obligations related to the Tribal Nation Grant Fund or the Revenue Sharing Trust Fund under any Class III Gaming compact, Non-Gaming Tribes and Limited-Gaming Tribes are not third-party beneficiaries of this Compact and shall have no right to seek any judicial order compelling disbursement of any Tribal Nation Grant Fund monies to them.
- (c) A “Non-Gaming Tribe” is a federally recognized tribe in California, with or without a tribal-state Class III Gaming compact, that has not engaged in, or offered, class II gaming or Class III Gaming in any

location whether within or without California, as of the date of distribution to such tribe from the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund, or during the immediately preceding three hundred sixty-five (365) days.

- (d) A “Limited-Gaming Tribe” is a federally recognized tribe in California that has a Class III Gaming compact with the State but is operating fewer than a combined total of three hundred fifty (350) Gaming Devices in all of its gaming operations wherever located, or does not have a Class III Gaming compact but is engaged in class II gaming, whether within or without California, during the immediately preceding three hundred sixty-five (365) days.

Sec. 5.2. Payments to the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund

- (a) In recognition of the needs of the Tribe’s more than one thousand (1,000) tribal members and the existence of binding and enforceable agreement with the County providing for mitigation and other investment in the local community the Tribe shall have no obligation to pay any amount to the State Gaming Agency for deposit into the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund if the Tribe operates no more than one thousand two hundred (1,200) Gaming Devices at any time in a given calendar year. If the market conditions support additional devices, the Tribe may request renegotiation of the Compact to increase the number of authorized Gaming Devices and the State shall agree to enter into negotiations. The terms of the amended compact shall limit the Tribe to no more than one thousand five hundred (1,500) Gaming Devices and require it to pay into the Revenue Sharing Trust Fund and Tribal Nation Grant Fund either a specified annual amount, or a percentage of Net Win from Class III Gaming Devices not to exceed two percent (2%) of Net Win from Gaming Devices in excess of three hundred fifty (350). The payment provision agreed to during negotiations will reflect the parties’ continued commitment to a compact that preserves the Tribe’s ability to provide for its members while recognizing that additional revenue will enable it to make contributions to support the Revenue Sharing Trust Fund and Tribal Nation Grant Fund. If the MOA with the County ceases to be in effect, the State may request, and the Tribe shall agree to, renegotiation of this Compact to address issues related

to local mitigation and reasonable contributions to the Revenue Sharing Trust Fund and Tribal Nation Grant Fund.

- (b) The Tribe shall remit the payments referenced in subdivision (a) to the State Gaming Agency in quarterly payments, which payments shall be due thirty (30) days following the end of each calendar quarter (i.e., by April 30 for the first quarter, July 30 for the second quarter, October 30 for the third quarter, and January 30 for the fourth quarter).
- (c) The quarterly payments referenced in subdivision (b) required by subdivision (a), shall be determined by first determining the total number of all Gaming Devices operated by the Tribe during a given quarter (Quarterly Device Base). The Quarterly Device Base is equal to the sum of the maximum number of Gaming Devices in operation for each day of the calendar quarter, divided by the number of days in the calendar quarter that the Gaming Operation operates any Gaming Devices during the given calendar quarter.
- (d) If any portion of the payments under subdivision (a), is overdue after the State Gaming Agency has provided written notice to the Tribe of the overdue amount with an opportunity to cure of at least fifteen (15) business days, and if more than sixty (60) calendar days have passed from the due date, then the Tribe shall cease operating all of its Gaming Devices until full payment is made.
- (e) If any portion of the Tribe's payment(s) is overdue as required by subdivision (b), the Tribe shall pay to the State for purposes of deposit into the appropriate fund, the amount overdue plus interest accrued thereon at the rate of one percent (1%) per month or the maximum rate permitted by State law for delinquent payments owed to the State, whichever is less.
- (f) All payments made by the Tribe to the State Gaming Agency pursuant to subdivision (a) shall be deposited into the Revenue Sharing Trust Fund and the Tribal Nation Grant Fund in a proportion to be determined by the Legislature, provided that if there are insufficient monies in the Revenue Sharing Trust Fund to pay one million one hundred thousand dollars (\$1,100,000) per year to each eligible Non-

Gaming Tribe and Limited-Gaming Tribe, the State Gaming Agency shall deposit all payments into the Revenue Sharing Trust Fund.

SECTION 6.0. LICENSING.

Sec. 6.1. Gaming Ordinance and Regulations.

- (a) All Gaming Activities conducted under this Compact shall, at a minimum, comply (i) with a Gaming Ordinance duly adopted by the Tribe and approved in accordance with IGRA, (ii) with all applicable rules, regulations, procedures, specifications, and standards duly adopted by the NIGC, the Tribal Gaming Agency, and the State Gaming Agency, and (iii) with the provisions of this Compact.
- (b) The Tribal Gaming Agency shall make available for inspection by the State Gaming Agency upon request a copy of the Gaming Ordinance, and all of its rules, regulations, procedures, specifications, ordinances, or standards applicable to the Gaming Activities and Gaming Operation, but excluding the Tribal Gaming Agency's internal policies and procedures.
- (c) The Tribal Gaming Agency shall make the following documents available to Gaming Operation patrons or their legal representatives, through electronic means or otherwise in its discretion: the Gaming Ordinance; the rules of each Class III Gaming game operated by the Tribe, to the extent that such rules are not available for display on the Gaming Device or the table on which the game is played; rules governing promotions; rules governing points and the player's club program, including rules regarding confidentiality of the player information, if any; the tort liability ordinance specified in section 12.5, subdivision (b); and the regulations promulgated by the Tribal Gaming Agency concerning patron disputes pursuant to section 10.0. To the extent that any of the foregoing are available to the public on a website maintained by an agency of the State of California or the federal government, or by the Tribe or the Gaming Operation, the Tribal Gaming Agency may refer requesters to such website(s) for the requested information.

Sec. 6.2. Tribal Ownership, Management, and Control of Gaming Operation.

The Gaming Operation authorized under this Compact shall be owned solely by the Tribe.

Sec. 6.3. Prohibitions Regarding Minors.

- (a) The Tribe shall prohibit persons under the age of eighteen (18) years from being present in any room or area in which Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.
- (b) If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, the Tribe shall prohibit persons under the age of twenty-one (21) years from being present in any area in which alcoholic beverages may be consumed, except to the extent permitted by the state Department of Alcoholic Beverage Control for other commercial establishments serving alcoholic beverages.

Sec. 6.4. Licensing Requirements and Procedures.

Sec. 6.4.1. Summary of Licensing Principles.

All persons in any way connected with the Gaming Operation or Gaming Facility who are required to be licensed or to submit to a background investigation under IGRA, and any others required to be licensed under this Compact, including, without limitation, all Gaming Employees, Gaming Resource Suppliers, Financial Sources not otherwise exempt from licensing requirements, and any other person having a significant influence over the Gaming Operation, must be licensed by the Tribal Gaming Agency and, except as otherwise provided, cannot have had any determination of suitability denied or revoked by the State Gaming Agency. The parties intend that the licensing process provided for in this Compact shall involve joint cooperation between the Tribal Gaming Agency and the State Gaming Agency, as more particularly described herein.

Sec. 6.4.2. Gaming Facility.

- (a) The Gaming Facility authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this

Compact, the Gaming Ordinance, IGRA, and any applicable regulations adopted by the NIGC. The license shall be reviewed and renewed every two (2) years thereafter. Verification that this requirement has been met shall be provided by the Tribe to the State by sending a copy of the initial license and each renewal license, either electronically or by hard copy, and each renewal license to the State Gaming Agency within thirty (30) days after issuance of the license or renewal. The Tribal Gaming Agency's certification that the Gaming Facility is being operated in conformity with these requirements shall be posted in a conspicuous and public place in the Gaming Facility at all times.

- (b) To assure the protection of the health and safety of all Gaming Facility patrons, guests, and employees, the Tribe shall adopt, or has already adopted, and shall maintain throughout the term of this Compact, an ordinance that requires any Gaming Facility construction to meet or exceed the Applicable Codes. The Gaming Facility and any construction, expansion, improvement, modification, or renovation thereto will also comply with Title III of the Americans with Disabilities Act, P.L. 101-336, as amended. Notwithstanding the foregoing, the Tribe need not comply with any standard that specifically applies in name or in fact only to tribal facilities. Without limiting the rights of the State under this section, reference to Applicable Codes is not intended to confer jurisdiction upon the State or its political subdivisions. For purposes of this section, the terms "building official" and "code enforcement agency" as used in titles 19 and 24 of the California Code of Regulations mean the Tribal Gaming Agency, or such other government agency or official as may be designated by the Tribe's law.
- (c) To assure compliance with the Applicable Codes, in all cases where the Applicable Codes would otherwise require a permit, the Tribe shall require inspections and, in connection therewith, shall employ for any Gaming Facility construction qualified plan checkers or review firms. To be qualified as a plan checker or review firm for purposes of this Compact, plan checkers or review firms must be either California licensed architects or engineers with relevant experience, or California licensed architects or engineers on the list, if any, of approved plan checkers or review firms provided by the County. The Tribe shall also employ qualified project inspectors. To

be qualified as a project inspector for purposes of this Compact, project inspectors must possess the same qualifications and certifications as project inspectors utilized by the County. The plan checkers, review firms, and project inspectors shall hereinafter be referred to as “Inspector(s).” The Tribe shall require the Inspectors to maintain contemporaneous records of all inspections and report in writing any failure to comply with the Applicable Codes to the Tribe and the Tribal Gaming Agency and, if the failure is not remedied within thirty (30) days after giving notice of the failure to comply, shall give notice to the State Gaming Agency. The Tribe agrees to correct any Gaming Facility condition noted in the inspections that does not meet the Applicable Codes (hereinafter in this section “deficiency”).

- (d) The Tribe shall cause the design and construction calculations, and plans and specifications that form the basis for the planned construction (the “Design and Building Plans”) to be available to the State Gaming Agency for inspection and copying upon its request.
- (e) In the event that material changes to a structural detail of the Design and Building Plans will result from contract change orders or any other changes in the Design and Building Plans, such changes shall be reviewed and field verified by the Inspectors for compliance with the Applicable Codes.
- (f) The Tribe shall maintain during construction all other contract change orders for inspection and copying by the State Gaming Agency upon its request.
- (g) The Tribe shall maintain the Design and Building Plans depicting the as-built Gaming Facility, which shall be available to the State Gaming Agency for inspection and copying upon its request, for the term of this Compact.
- (h) Upon final certification by the Inspectors that the Gaming Facility meets the Applicable Codes, the Tribal Gaming Agency shall forward the Inspectors’ certification to the State Gaming Agency within ten (10) days of issuance. If the State Gaming Agency objects to that certification, the Tribe shall make a good faith effort to address the State’s concerns, but if the State Gaming Agency does not withdraw

its objection, the matter will be resolved in accordance with the dispute resolution provisions of section 13.0.

- (i) Any failure to remedy within a reasonable period of time any material and timely raised deficiency shall be deemed a violation of this Compact, and furthermore, any deficiency that poses a serious or significant risk to the health or safety of any occupant shall be grounds for the State Gaming Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to a court order until the deficiency is corrected. The Tribe shall not allow occupancy of any portion of the Gaming Facility that is constructed or maintained in a manner that endangers the health or safety of the occupants.
- (j) The Tribe shall also take all necessary steps to reasonably ensure the ongoing availability of sufficient and qualified fire suppression services to the Gaming Facility, and to reasonably ensure that the Gaming Facility satisfies all requirements of titles 19 and 24 of the California Code of Regulations applicable to similar facilities in the County and all requirements of the Dry Creek Rancheria-Sonoma County Department of Emergency Services Fire Protocol as incorporated into the MOA as Exhibit G (the “Tribal-County Fire Protocol”) as set forth below:
 - (1) Not less than thirty (30) days after the effective date of the Compact, and not less than biennially thereafter, and upon at least ten (10) days’ notice to the State Gaming Agency, the Tribe shall ensure the Gaming Facility is inspected, at the Tribe’s expense, by an independent expert and, if one exists, the Tribal Fire Department (Fire Department), for purposes of certifying that the Gaming Facility meets a reasonable standard of fire safety and life safety.
 - (2) In the event the MOA or the Tribal-County Fire Protocol are no longer in effect, the State Gaming Agency may designate and have a qualified representative or representatives, which may include local fire suppression entities, present during the inspection. During such inspection, the State’s representative(s) shall specify to the independent expert any condition which the representative(s) reasonably believes would

preclude certification of the Gaming Facility as meeting a reasonable standard of fire safety and life safety.

- (3) The Fire Department, if one exists, or independent expert shall issue to the Tribal Gaming Agency and the State Gaming Agency a report on the inspection within fifteen (15) days after its completion, or within thirty (30) days after commencement of the inspection, whichever first occurs, identifying any deficiency in fire safety or life safety at the Gaming Facility or in the ability of the Tribe to meet reasonably expected fire suppression needs of the Gaming Facility.
- (4) Within twenty-one (21) days after the issuance of the report, the Fire Department or independent expert shall also require and approve a specific plan for correcting deficiencies, whether in fire safety or life safety, at the Gaming Facility or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Gaming Facility, including those identified by the State Gaming Agency's representatives. A copy of the report and plan for correcting deficiencies, if any, shall be delivered to the State Gaming Agency and the Tribal Gaming Agency.
- (5) Immediately upon correction of all deficiencies identified in the report, the Fire Department, if one exists, and independent expert shall certify in writing to the Tribal Gaming Agency and the State Gaming Agency that all deficiencies have been corrected.
- (6) Any failure to correct all deficiencies identified in the report within a reasonable period of time shall be deemed a violation of this Compact, and any failure to promptly correct those deficiencies that pose a serious or significant risk to the health or safety of any occupants shall be a violation of this Compact and grounds for the State Gaming Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to court order until the deficiency is corrected.
- (7) Consistent with its obligation to ensure the safety of those within the Gaming Facility, the Tribe shall promptly notify the State Gaming Agency of any circumstances that pose a serious

and significant risk to the health or safety of occupants and take prompt action to correct such circumstances. Any failure to remedy within a reasonable period of time any serious and significant risk to public safety shall be deemed a violation of this Compact, and furthermore, any circumstance that poses a serious or significant risk to the health or safety of any occupant shall be grounds for the State Gaming Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to a court order until the deficiency is corrected.

- (k) Notwithstanding anything in section 6.4 or elsewhere in this Compact, any construction of any Project that has taken place or has commenced prior to the effective date of this Compact shall be subject to the Gaming Facility license rules in section 6.4.2 of the 1999 Compact, provided that the Project was previously approved under section 6.4.2 of that compact.

Sec. 6.4.3. Gaming Employees.

- (a) Every Gaming Employee shall obtain, and thereafter maintain current, a valid tribal gaming license, and those Gaming Employees identified in subdivision (b) shall also obtain, and thereafter maintain current, a State Gaming Agency determination of suitability, which license and determination shall be subject to biennial renewal; provided that in accordance with section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process and the State Gaming Agency determination of suitability.
- (b) The State Gaming Agency will consult with the Tribal Gaming Agency to identify those Gaming Employees who, in addition to a tribal gaming license, must also apply for, obtain, and maintain, a finding of suitability from the State Gaming Agency. Gaming Employees who must obtain and maintain a finding of suitability from the State Gaming Agency may be referred to as “Compact Key Employees” and are identified by position on the “Compact Key Employee Position List.” The general principles governing those Gaming Employees who must have both a tribal gaming license and a finding of suitability from the State Gaming Agency are set forth below. These principles are consistent with agreements between the State Gaming Agency and the Tribal Gaming Agency identifying

Gaming Employees who are not required to have a State Gaming Agency determination of suitability, as provided in section 6.5.6, subdivision (a) of the 1999 Compact and are referred to therein as “non-key Gaming Employee[s],” that are in effect at the time of execution of this Compact and any such agreements remain in effect unless and until they are updated or amended through consultations between the State Gaming Agency and the Tribal Gaming Agency. A Gaming Employee who is required to obtain and maintain current a valid tribal gaming license under subdivision (a) is not required to obtain or maintain a State Gaming Agency determination of suitability if any of the following applies:

- (1) A Gaming Employee shall not be placed on the Compact Key Employee Position List if the employee’s position title is subject to the licensing requirement of subdivision (a) solely because he or she is a person who conducts, operates, maintains, repairs, or assists in Gaming Activities, provided that this exception shall not apply if he or she supervises Gaming Activities or persons who conduct, operate, maintain, repair, assist, account for or supervise any such Gaming Activity, and is empowered to make discretionary decisions affecting the conduct of the Gaming Activities.
- (2) A Gaming Employee shall not be placed on the Compact Key Employee Position List if the employee’s position title is subject to the licensing requirement of subdivision (a) solely because he or she is a person whose employment duties require or authorize access to areas of the Gaming Facility that are not open to the public, provided that this exception shall not apply if he or she supervises Gaming Activities or persons who conduct, operate, maintain, repair, assist, account for or supervise any such Gaming Activity, and is empowered to make discretionary decisions affecting the conduct of the Gaming Activities.
- (3) Members and employees of the Tribal Gaming Agency are not subject to a finding of suitability from the State Gaming Agency.

- (4) The State Gaming Agency and the Tribal Gaming Agency agree to exempt a Gaming Employee from the requirement to obtain or maintain current a State Gaming Agency determination of suitability.
- (c) For those position titles not included on the Compact Key Employee Position List, notwithstanding subdivision (b), where the State Gaming Agency determines it is reasonably necessary, the State Gaming Agency is authorized to review the tribal license application, and all materials and information received by the Tribal Gaming Agency in connection therewith, for any person whom the Tribal Gaming Agency has licensed, or proposes to license, as a Gaming Employee. If the State Gaming Agency determines that the person would be unsuitable for issuance of a license or permit for a similar level of employment in a gambling establishment subject to the jurisdiction of the State, it shall notify the Tribal Gaming Agency of its determination and the reasons supporting its determination. Upon receipt of notice that the State Gaming Agency has determined that a person would be unsuitable for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency, the Tribal Gaming Agency shall deny that person a tribal gaming license, or immediately suspend that person's or entity's license, as applicable. Any right to notice or hearing in regard thereto shall be governed by tribal law. Thereafter, the Tribal Gaming Agency shall revoke any tribal gaming license that has theretofore been issued to that person or entity; provided that the Tribal Gaming Agency may, in its discretion, reissue a tribal gaming license to the person or entity following entry of a final judgment reversing the determination of the State Gaming Agency in a proceeding in state court conducted pursuant to section 1085 of the California Code of Civil Procedure. Notwithstanding a determination of unsuitability by the State Gaming Agency, the Tribal Gaming Agency may, in its discretion, decline to revoke a tribal gaming license issued to a person employed by the Tribe pursuant to subdivisions (e) or (f).
- (d) Except as provided in subdivisions (e) and (f), the Tribe shall not employ, or continue to employ, any person whose application to the State Gaming Agency in accordance with subdivision (b) and section 6.5.6 for a determination of suitability or for a renewal of such a

determination has been denied, or whose determination of suitability has expired without renewal.

- (e) Notwithstanding subdivision (d), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if:
 - (1) The person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially;
 - (2) The denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability;
 - (3) The person is not an employee or agent of any other gaming operation; and
 - (4) The person has been in the continuous employ of the Tribe for at least three (3) years prior to June 26, 2000.
- (f) Notwithstanding subdivision (d), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Tribe, and if:
 - (1) The enrolled member of the Tribe holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially;
 - (2) The denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate, by at least ten (10) years, the filing of the enrolled member of the Tribe's initial application to the State Gaming Agency for a determination of suitability; and
 - (3) The enrolled member of the Tribe is not an employee or agent of any other gaming operation.

For purposes of this subdivision (f), “enrolled member of the Tribe” means a person who is a member of the Tribe as determined by the Tribe’s law.

- (g) At any time after five (5) years following the effective date of this Compact, either party to this Compact may request renegotiation of the scope of coverage of subdivision (b) or (c).

Sec. 6.4.4. Gaming Resource Suppliers.

- (a) Every Gaming Resource Supplier shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any Gaming Resources to or in connection with the Tribe’s Gaming Operation or Facility. Unless the Tribal Gaming Agency licenses the Gaming Resource Supplier pursuant to subdivision (d), the Gaming Resource Supplier shall also apply to, and the Tribe shall require it to apply to, the State Gaming Agency for a determination of suitability at least thirty (30) days prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any Gaming Resources to or in connection with the Tribe’s Gaming Operation or Facility, except that for Gaming Devices the period specified under section 7.1, subdivision (a)(1) shall govern. The period during which a determination of suitability as a Gaming Resource Supplier is valid expires on the earlier of (i) the date two (2) years following the date on which the determination is issued, unless a different expiration date is specified by the State Gaming Agency, or (ii) the date of its revocation by the State Gaming Agency. If the State Gaming Agency denies or revokes a determination of suitability, the State Gaming Agency shall notify the Tribal Gaming Agency within seven (7) days of taking such action, and the Gaming Resource Supplier shall no longer be authorized to perform any work within or provide any goods or services to, in support of, or in connection with the Tribe’s Gaming Operation or Facility thirty (30) days from the date on which the State Gaming Agency’s decision takes effect under State law. The license and determination of suitability shall be reviewed at least every two (2) years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Gaming Resource Supplier to update all information provided in the previous application. For purposes of section 6.5.2,

such a review shall be deemed to constitute an application for renewal.

- (b) Any agreement between the Tribe and a Gaming Resource Supplier shall include and shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide payment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the Gaming Resource Supplier's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency. Except as set forth above, the Tribe shall not enter into, or continue to make payments to a Gaming Resource Supplier pursuant to, any contract or agreement for the provision of Gaming Resources with any person or entity whose application to the State Gaming Agency for a determination of suitability has been denied or revoked or whose determination of suitability has expired without renewal.
- (c) Notwithstanding subdivision (a), the Tribal Gaming Agency may license a Management Contractor for a period of no more than seven (7) years, but the Management Contractor must still apply for renewal of a determination of suitability by the State Gaming Agency at least every two (2) years and where the State Gaming Agency denies or revokes a determination of suitability, the State Gaming Agency shall notify the Tribal Gaming Agency within seven (7) days of taking such action, and the Management Contractor shall no longer be authorized to perform any work within or provide any goods or services to, in support of, or in connection with the Tribe's Gaming Operation thirty (30) days from the date on which the State Gaming Agency's decision takes effect under State law. Except where the State Gaming Agency has determined a Management Contractor to be unsuitable, nothing in this subdivision shall be construed to bar the Tribal Gaming Agency from issuing additional new licenses to the same Management Contractor following the expiration of a seven (7)-year license.
- (d) The Tribal Gaming Agency may elect to license a person or entity as a Gaming Resource Supplier without requiring it to apply to the State Gaming Agency for a determination of suitability under subdivision (a) if the Gaming Resource Supplier has already been issued a determination of suitability that is then valid. In that case, and within

seven (7) days of the issuance of the license, the Tribal Gaming Agency shall notify the State Gaming Agency of its licensure of the person or entity as a Gaming Resource Supplier, and shall identify in its notification the State Gaming Agency determination of suitability on which the Tribal Gaming Agency has relied in proceeding under this subdivision (d). Subject to the Tribal Gaming Agency's compliance with the requirements of this subdivision, a Gaming Resource Supplier licensed under this subdivision may, during and only during the period in which the determination of suitability remains valid, engage in the sale, lease, or distribution of Gaming Resources to or in connection with the Tribe's Gaming Operation or Facility, without applying to the State Gaming Agency for a determination of suitability. The issuance of a license under this subdivision is in all cases subject to any later determination by the State Gaming Agency that the Gaming Resource Supplier is not suitable or to a tribal gaming license suspension or revocation pursuant to section 6.5.1, and does not extend the time during which the determination of suitability relied on by the Tribal Gaming Agency is valid. In the event the State Gaming Agency later revokes the determination of suitability relied on by the Tribal Gaming Agency, the State Gaming Agency shall promptly notify the Tribal Gaming Agency of such revocation. Nothing in this subdivision affects the obligations of the Tribal Gaming Agency, or of the Gaming Resource Supplier, under section 6.5.2 and section 6.5.6 of this Compact.

- (e) Except where subdivision (d) applies, within twenty-one (21) days of the issuance of a license to a Gaming Resource Supplier, the Tribal Gaming Agency shall provide to the State Gaming Agency a copy of the license, and a copy of summary reports, including any derogatory information, of the background investigations conducted by the Tribal Gaming Agency and written statements by the Applicant.

Sec. 6.4.5. Financial Sources.

- (a) Subject to subdivision (g) of this section, each Financial Source shall be licensed by the Tribal Gaming Agency prior to the Financial Source extending financing in connection with the Tribe's Gaming Operation or Gaming Facility.

- (b) Every Financial Source required to be licensed by the Tribal Gaming Agency shall, contemporaneously with the filing of its tribal license application, apply to the State Gaming Agency for a determination of suitability. In the event the State Gaming Agency denies or revokes the determination of suitability, the Tribal Gaming Agency shall deny or revoke the Financial Source's license within thirty (30) days of receiving notice of denial or revocation from the State Gaming Agency.
- (c) A license issued under this section shall be reviewed at least every two (2) years for continuing compliance. In connection with that review, the Tribal Gaming Agency shall require the Financial Source to update all information provided in the Financial Source's previous application. For purposes of section 6.5.2, that review shall be deemed to constitute an application for renewal.
- (d) Any agreement between the Tribe and a Financial Source shall include, and shall be deemed to include, a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination upon revocation or non-renewal of the Financial Source's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments to a Financial Source pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or whose determination of suitability has been revoked or has expired without renewal.
- (e) A Gaming Resource Supplier who provides financing exclusively in connection with the provision, sale, or lease of Gaming Resources obtained from that Gaming Resource Supplier may be licensed solely in accordance with the licensing procedures applicable, if at all, to Gaming Resource Suppliers, and need not be separately licensed as a Financial Source under this section.
- (f) Within twenty-one (21) days of the issuance of a license to a Financial Source, the Tribal Gaming Agency shall transmit to the State Gaming Agency a copy of the license and a copy of all tribal license

application materials and information received by it from the Applicant which is not otherwise prohibited or restricted from disclosure under applicable federal law or regulation.

- (g) (1) The Tribal Gaming Agency may, at its discretion, exclude from the licensing requirements of this section the following Financial Sources under the circumstances stated:
 - (A) Any federally-regulated or state-regulated bank, savings and loan association, or other federally- or state-regulated lending institution.
 - (B) Any entity described in the Commission's Uniform Tribal Gaming Regulation CGCC-2, subdivision (f) (as in effect on the date the parties execute this Compact), when that entity is a Financial Source solely by reason of being (i) a purchaser or a holder of debt securities or other forms of indebtedness issued directly or indirectly by the Tribe for a Gaming Facility or for the Gaming Operation or (ii) the owner of a participation interest in any amount of indebtedness for which a Financial Source described in subdivision (g)(1)(A), or any fund or other investment vehicle which is administered or managed by any such Financial Source, is the creditor.
 - (C) Any investor who, alone or together with any person(s) controlling, controlled by or under common control with such investor, holds less than ten percent (10%) of all outstanding debt securities issued directly or indirectly by the Tribe for a Gaming Facility or for the Gaming Operation.
 - (D) Any agency of the federal government, or of a tribal, state or local government providing financing, together with any person purchasing any debt securities or other forms of indebtedness of the agency to provide such financing.
 - (E) A real estate investment trust (as defined in 26 U.S.C. § 856(a)) which is publicly traded on a stock exchange,

registered with the Securities and Exchange Commission, and subject to the regulatory oversight of the Securities and Exchange Commission.

- (F) An entity or category of entities that the State Gaming Agency and the Tribal Gaming Agency jointly determine can be excluded from the licensing requirements of this section without posing a threat to the public interest or the integrity of the Gaming Operation.
- (2) In any case where the Tribal Gaming Agency elects to exclude a Financial Source from the licensing requirements of this section, the Tribal Gaming Agency shall give no less than thirty (30) days' notice thereof to the State Gaming Agency, and shall give the State Gaming Agency reasonable advance notice of any extension of financing by the Financial Source in connection with the Tribe's Gaming Operation or Facility, and upon request of the State Gaming Agency, shall provide it with sufficient documentation to support the Tribal Gaming Agency's exclusion of the Financial Source from the licensing requirements of this section.
 - (3) Notwithstanding subdivision (g)(1), the Tribal Gaming Agency and the State Gaming Agency shall work collaboratively to resolve any reasonable concerns regarding the initial or ongoing excludability of an individual or entity from the licensing requirements of this section as a Financial Source. If the State Gaming Agency finds that an investigation of any Financial Source is warranted, the Financial Source shall be required to submit an application for a determination of suitability to the State Gaming Agency and shall pay the costs and charges incurred in the investigation and processing of the application, in accordance with the provisions set forth in California Business and Professions Code sections 19867 and 19951. Any dispute between the Tribal Gaming Agency and the State Gaming Agency regarding the initial or ongoing excludability of an individual or entity from the licensing requirements of this section as a Financial Source that cannot be promptly resolved by the Tribal Gaming Agency and the State Gaming

Agency shall be resolved by the Dispute Resolution provisions in section 13.0.

- (4) The following are not Financial Sources for purposes of this section.
 - (A) An entity identified by the Commission's Uniform Tribal Gaming Regulation CGCC-2, subdivision (h) (as in effect on the effective date of this Compact).
 - (B) A person or entity whose sole connection with a provision or extension of financing to the Tribe is to provide loan brokerage or debt servicing for a Financial Source at no cost to the Tribe or the Gaming Operation, provided that no portion of any financing provided is an extension of credit to the Tribe or the Gaming Operation by that person or entity.
- (h) In recognition of changing financial circumstances, this section shall be subject to good faith renegotiation by both parties, upon the request of either party in or after five (5) years from the effective date of this Compact; provided that renegotiation shall not retroactively affect transactions that have already taken place where the Financial Source has been excluded or exempted from licensing requirements.

Sec. 6.4.6. Processing Tribal Gaming License Applications.

- (a) Each Applicant for a tribal gaming license shall submit the completed application along with the required information and an application fee, if required, to the Tribal Gaming Agency in accordance with the rules and regulations of that agency.
- (b) At a minimum, the Tribal Gaming Agency shall require submission and consideration of all information required under IGRA, including part 556.4 of title 25 of the Code of Federal Regulations, for licensing primary management officials and key employees.
- (c) For Applicants that are business entities, these licensing provisions shall apply to the entity as well as: (i) each of its officers, limited liability company members and directors; (ii) each of its principal

management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who owns more than ten percent (10%) of the shares of the corporation, if a corporation, or who has a direct controlling interest in the Applicant; and (v) each person or entity (other than a Financial Source that the Tribal Gaming Agency has determined does not require a license under section 6.4.5) that, alone or in combination with others, has provided financing in connection with any Gaming Operation or Class III Gaming authorized under this Compact, if that person or entity provided more than ten percent (10%) of either the start-up capital or the operating capital, or of a combination thereof, over a twelve (12)-month period. For purposes of this subdivision, where there is any commonality of the characteristics identified in this section, subdivisions (c)(i) through (c)(v), inclusive, between any two (2) or more entities, those entities may be deemed to be a single entity. For purposes of this subdivision, a direct controlling interest in the Applicant referred to in subdivision (c)(iv) excludes any passive investor or anyone who has an indirect or only a financial interest and does not have the ability to control, manage, or direct the management decisions of the Applicant.

- (d) Nothing herein precludes the Tribe or Tribal Gaming Agency from requiring more stringent licensing requirements.

Sec. 6.4.7. Suitability Standard Regarding Gaming Licenses.

- (a) In reviewing an application for a tribal gaming license, and in addition to any standards set forth in the Gaming Ordinance, the Tribal Gaming Agency shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Gaming Operation is free from criminal and dishonest elements and would be conducted honestly.
- (b) A license may not be issued unless, based on all information and documents submitted, the Applicant, and in the case of an entity, each individual identified in section 6.4.5, meets all of the following requirements:

- (1) The person is of good character, honesty, and integrity.
- (2) The person's prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gaming, or in the carrying on of the business and financial arrangements incidental thereto.
- (3) The person is in all other respects qualified to be licensed as provided, and meets the criteria established in this Compact, IGRA, NIGC regulations, the Gaming Ordinance, and any other criteria adopted by the Tribal Gaming Agency or the Tribe; provided, however, an Applicant shall not be found to be unsuitable solely on the ground that the Applicant was an employee of a tribal gaming operation in California that was conducted prior to May 16, 2000.

Sec. 6.4.8. Background Investigations of Applicants.

- (a) The Tribal Gaming Agency shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that the Applicant is qualified for a gaming license under the standards set forth in section 6.4.7, and to fulfill all applicable requirements for licensing under IGRA, NIGC regulations, the Gaming Ordinance, and this Compact. The Tribal Gaming Agency shall not issue a gaming license, other than a temporary license pursuant to section 6.4.9, until a determination is made that those qualifications have been met.
- (b) In lieu of completing its own background investigation, and to the extent that doing so does not conflict with or violate IGRA or the Gaming Ordinance, the Tribal Gaming Agency may contract with the State Gaming Agency for the conduct of background investigations, may rely on a State determination of suitability previously in effect that was issued under a Class III Gaming compact involving another tribe and the State, or may rely on a State Gaming Agency license previously issued to the Applicant, to fulfill some or all of the Tribal Gaming Agency's background investigation obligations.

- (c) If the Tribal Gaming Agency contracts with the State Gaming Agency for the conduct of background investigations, then an Applicant for a tribal gaming license shall be required to provide releases to the State Gaming Agency to make available to the Tribal Gaming Agency background information regarding the Applicant. The State Gaming Agency shall cooperate in furnishing to the Tribal Gaming Agency that information, unless doing so would violate state or federal law, would violate any agreement the State Gaming Agency has with a source of the information other than the Applicant, or would impair or impede a criminal investigation, or unless the Tribal Gaming Agency cannot provide sufficient safeguards to assure the State Gaming Agency that the information will remain confidential.
- (d) In lieu of obtaining summary criminal history information from the NIGC, the Tribal Gaming Agency may, pursuant to the provisions in subdivisions (d) through (j), obtain such information from the California Department of Justice. If the Tribe adopts an ordinance confirming that article 6 (commencing with section 11140) of chapter 1 of title 1 of part 4 of the California Penal Code is applicable to members, investigators, and staff of the Tribal Gaming Agency, and those members, investigators, and staff thereafter comply with that ordinance, then, for purposes of carrying out its obligations under this section, the Tribal Gaming Agency shall be eligible to be considered an entity entitled to request and receive state summary criminal history information, within the meaning of subdivision (b)(13) of section 11105 of the California Penal Code.
- (e) The information received shall be used by the requesting agency solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to any other employment or licensing agency. Additionally, any person intentionally disclosing information obtained from personal or confidential records maintained by a state agency or from records within a system of records maintained by a government agency may be subject to prosecution.
- (f) The Tribal Gaming Agency shall submit to the California Department of Justice fingerprint images and related information required by the California Department of Justice of all Gaming Employees, as defined by section 2.11, for the purposes of obtaining information as to the

existence and content of a record of state or federal convictions and state or federal arrests and also information as to the existence and content of a record of state or federal arrests for which the Department of Justice establishes that the person is free on bail or on his or her recognizance pending trial or appeal.

- (g) When received, the California Department of Justice shall forward to the Federal Bureau of Investigation requests for federal summary criminal history information received pursuant to this section. The California Department of Justice shall review the information returned from the Federal Bureau of Investigation and compile and disseminate a response to the Tribal Gaming Agency.
- (h) The California Department of Justice shall provide a state or federal level response to the Tribal Gaming Agency pursuant to Penal Code section 11105, subdivision (p)(1).
- (i) The Tribal Gaming Agency shall request from the California Department of Justice subsequent notification service, as provided pursuant to section 11105.2 of the Penal Code, for persons described in subdivision (f) above.
- (j) The Department of Justice shall charge a fee sufficient to cover the cost of processing the request described in this section.

Sec. 6.4.9. Temporary Licensing of Gaming Employees.

- (a) If the Applicant has completed a license application in a manner satisfactory to the Tribal Gaming Agency, and that agency has conducted a preliminary background investigation, and the investigation or other information held by that agency does not indicate that the Applicant has a criminal history or other information in his or her background that would either automatically disqualify the Applicant from obtaining a tribal gaming license or cause a reasonable person to investigate further before issuing a license, or that the Applicant is otherwise unsuitable for licensing, the Tribal Gaming Agency may issue a temporary tribal gaming license and may impose such specific conditions thereon pending completion of the Applicant's background investigation, as the Tribal Gaming Agency in its sole discretion shall determine.

- (b) Special fees may be required by the Tribal Gaming Agency to issue or maintain a temporary tribal gaming license.
- (c) A temporary tribal gaming license shall remain in effect until suspended or revoked, or a final determination is made on the application, or for a period of up to one (1) year, whichever comes first.
- (d) At any time after issuance of a temporary tribal gaming license, the Tribal Gaming Agency shall or may, as the case may be, suspend or revoke it in accordance with the provisions of sections 6.5.1 or 6.5.5, and the State Gaming Agency may request suspension or revocation before making a determination of unsuitability.
- (e) Nothing herein shall be construed to relieve the Tribe of any obligation under part 558 of title 25 of the Code of Federal Regulations.

Sec. 6.5.0. Tribal Gaming License Issuance.

Upon completion of the necessary background investigation, the Tribal Gaming Agency may issue a tribal gaming license on a conditional or unconditional basis. Nothing herein shall create a property or other right of an Applicant in an opportunity to be licensed, or in a tribal gaming license itself, both of which shall be considered to be privileges granted to the Applicant in the sole discretion of the Tribal Gaming Agency.

Sec. 6.5.1. Denial, Suspension, or Revocation of Licenses.

- (a) Any Applicant's application for a tribal gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming Agency determines that the application is incomplete or deficient, or if the Applicant is determined to be unsuitable or otherwise unqualified for a tribal gaming license.
- (b) Pending consideration of revocation, the Tribal Gaming Agency may suspend a tribal gaming license in accordance with section 6.5.5.

- (c) All rights to notice and hearing shall be governed by tribal law. The Applicant shall be notified in writing of any hearing and given notice of any intent to suspend or revoke the tribal gaming license.
- (d) Except as provided in subdivision (e) below, upon receipt of notice that the State Gaming Agency has determined that a person would be unsuitable for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency, the Tribal Gaming Agency shall deny any application by that person for a tribal gaming license and promptly, and in no event more than thirty (30) days from the State Gaming Agency notification, suspend and initiate revocation of any tribal gaming license that has theretofore been issued to that person; provided that the Tribal Gaming Agency may, in its discretion, reissue a tribal gaming license to the person following entry of a final judgment reversing the determination of the State Gaming Agency in a proceeding between the Applicant and the State Gaming Agency in state court conducted pursuant to section 1085 of the California Code of Civil Procedure.
- (e) Notwithstanding a determination of unsuitability by the State Gaming Agency, the Tribal Gaming Agency may, in its discretion, decline to revoke a tribal gaming license issued to a person employed by the Tribe pursuant to section 6.4.3, subdivision (e) or section 6.4.3, subdivision (f).

Sec. 6.5.2. Renewal of Licenses; Extensions; Further Investigation.

- (a) The term of a tribal gaming license shall not exceed two (2) years, and application for renewal of a license must be made prior to its expiration. Applicants for renewal of a license shall provide updated material, as requested, on the appropriate renewal forms, but, at the discretion of the Tribal Gaming Agency, may not be required to resubmit historical data previously submitted or that is otherwise available to the Tribal Gaming Agency. At the discretion of the Tribal Gaming Agency, an additional background investigation may be required at any time if the Tribal Gaming Agency determines the need for further information concerning the Applicant's continuing suitability or eligibility for a license.

- (b) Prior to renewing a tribal gaming license for an applicant for a position identified on the Compact Key Employee Position List as agreed to by the Tribal Gaming Agency and the State Gaming Agency, or for any other individual or entity required by this Compact, the Tribal Gaming Agency shall deliver to the State Gaming Agency copies of all information and documents received in connection with the application for renewal of the tribal gaming license, which is not otherwise prohibited or restricted from disclosure under applicable federal law or regulation, for purposes of the State Gaming Agency's consideration of renewal of its determination of suitability.

Sec. 6.5.3. Identification Cards.

- (a) The Tribal Gaming Agency shall require that all persons who are required to be licensed wear, in plain view at all times while in the Gaming Facility, identification badges issued by the Tribal Gaming Agency. The Tribal Gaming Agency may allow temporary exceptions to this provision for the purposes of authorizing investigators who are actively investigating a matter within the Gaming Facility to monitor Gaming Activities.
- (b) Identification badges must display information, including, but not limited to, a photograph and an identification number that is adequate to enable members of the public and agents of the Tribal Gaming Agency to readily identify the person and determine the validity and date of expiration of his or her license.
- (c) Upon request, the Tribe shall provide the State Gaming Agency with the name, badge identification number (if any), and job title of all Gaming Employees.

Sec. 6.5.4. Fees for Tribal Gaming License.

The fees for all tribal gaming licenses shall be set by the Tribal Gaming Agency.

Sec. 6.5.5. Summary Suspension of Tribal Gaming License.

The Tribal Gaming Agency shall summarily suspend the tribal gaming license of any licensee if the Tribal Gaming Agency determines that the continued licensing of the person or entity could constitute a threat to the public health or safety or may summarily suspend the license of any licensee if the Tribal Gaming Agency determines that the continued licensing of the person or entity may violate the Tribal Gaming Agency's licensing or other standards. The Tribal Gaming Agency shall notify the State Gaming Agency within seven (7) days of any such determination. Any right to notice or hearing in regard thereto shall be governed by tribal law.

Sec. 6.5.6. State Determination of Suitability Process.

- (a) With respect to Applicants for licensing for a position identified on the Compact Key Employee Position List, the Applicant shall also file an application with the State Gaming Agency, prior to the Tribal Gaming Agency's issuance of a tribal gaming license, for a determination of suitability for licensure under the California Gambling Control Act; provided that in accordance with section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process.
- (b) Upon receipt of an Applicant's completed license application and a determination by the Tribal Gaming Agency that it intends to issue either a temporary or permanent license, the Tribal Gaming Agency shall transmit within sixty (60) days to the State Gaming Agency for a determination of suitability for licensure under the California Gambling Control Act a notice of intent to license the Applicant, together with all of the following:
 - (1) A copy of all tribal license application materials and information received by the Tribal Gaming Agency from the Applicant which is not otherwise prohibited or restricted from disclosure under applicable federal law or regulation;
 - (2) An original, complete set of fingerprint impressions, rolled by a state-certified fingerprint roller or by a person exempt from state certification pursuant to Penal Code section 11102.1;

subdivision (a)(2), and which may be on a fingerprint card or obtained and, transmitted electronically;

- (3) A current photograph; and,
 - (4) Except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Tribal Gaming Agency.
- (c) Upon receipt of a written request from a Gaming Resource Supplier or a Financial Source for a determination of suitability, the State Gaming Agency shall transmit an application package to the Applicant to be completed and returned to the State Gaming Agency for purposes of allowing it to make a determination of suitability for licensure.
- (d) Investigation and disposition of applications for a determination of suitability shall be governed entirely by State law, and the State Gaming Agency shall determine whether the Applicant would be found suitable for licensure in a gambling establishment subject to the State Gaming Agency's jurisdiction. Additional information may be required by the State Gaming Agency to assist it in its background investigation, to the extent permitted under State law for licensure in a gambling establishment subject to the State Gaming Agency's jurisdiction.
- (e) The Tribal Gaming Agency shall require a licensee to apply for renewal of a determination of suitability by the State Gaming Agency at such time as the licensee applies for renewal of a tribal gaming license.
- (f) Upon receipt of completed license or license renewal application information from the Tribal Gaming Agency, the State Gaming Agency may conduct a background investigation pursuant to State law to determine whether the Applicant is suitable to be licensed for association with Class III Gaming operations. While the Tribal Gaming Agency shall ordinarily be the primary source of application information, the State Gaming Agency is authorized to directly seek application information from the Applicant. The Tribal Gaming Agency shall provide to the State Gaming Agency summary reports,

including any derogatory information, of the background investigations conducted by the Tribal Gaming Agency and the NIGC, and written statements by the Applicant, and related applications, if any, for Gaming Employees, Gaming Resource Suppliers, and Financial Sources. If further investigation is required to supplement the investigation conducted by the Tribal Gaming Agency, the Applicant will be required to pay the application fee charged by the State Gaming Agency pursuant to California Business and Professions Code section 19951, subdivision (a), but any deposit requested by the State Gaming Agency pursuant to section 19867 of that code shall take into account reports of the background investigation already conducted by the Tribal Gaming Agency and the NIGC, if any. Failure to provide information reasonably required by the State Gaming Agency to complete its investigation under State law or failure to pay the application fee or deposit can constitute grounds for denial of the application by the State Gaming Agency. The State Gaming Agency and Tribal Gaming Agency shall cooperate in sharing as much background information as possible, both to maximize investigative efficiency and thoroughness, and to minimize investigative costs.

- (g) Upon completion of the necessary background investigation or other verification of suitability, the State Gaming Agency shall issue a notice to the Tribal Gaming Agency certifying that the State has determined that the Applicant is suitable, or that the Applicant is unsuitable, for licensure in a Gaming Operation and, if unsuitable, stating the reasons therefore. Issuance of a determination of suitability does not preclude the State Gaming Agency from a subsequent determination based on newly discovered information that a person or entity is unsuitable for the purpose for which the person or entity is licensed. Upon receipt of notice that the State Gaming Agency has determined that a person or entity is or would be unsuitable for licensure, the Tribal Gaming Agency shall, except as provided in section 6.4.3, subdivisions (e) and (f), deny that person or entity a license and promptly, and in no event more than thirty (30) days from the issuance of the State Gaming Agency notification, revoke any tribal gaming license that has theretofore been issued to that person or entity; provided that the Tribal Gaming Agency may, in its discretion, reissue a tribal gaming license to the person or entity following entry of a final judgment reversing the determination of the

State Gaming Agency in a proceeding in state court between the Applicant and the State Gaming Agency conducted pursuant to section 1085 of the California Code of Civil Procedure. Any right to notice or hearing in regard to a tribal gaming license shall be governed by tribal law.

- (h) Prior to denying an application for a determination of suitability, or to issuing notice to the Tribal Gaming Agency that a person or entity previously determined to be suitable had been determined unsuitable for licensure, the State Gaming Agency shall notify the Tribal Gaming Agency and afford the Tribe an opportunity to be heard. If the State Gaming Agency denies an application for a determination of suitability, or issues notice that a person or entity previously determined suitable has been determined unsuitable for licensure, the State Gaming Agency shall provide that person or entity with written notice of all appeal rights available under State law.
- (i) The Commission, or its successor, shall maintain a roster of Gaming Resource Suppliers and Financial Sources that it has determined to be suitable pursuant to the provisions of this section, or through separate procedures to be adopted by the Commission. Upon application to the Tribal Gaming Agency for a tribal gaming license, a Gaming Resource Supplier or Financial Source that appears on the Commission's suitability roster may be licensed by the Tribal Gaming Agency in the same manner as a Gaming Resource Supplier under subdivision (d) of section 6.4.4, subject to any later determination by the State Gaming Agency that the Gaming Resource Supplier or Financial Source is not suitable or to a tribal gaming license suspension or revocation pursuant to section 6.5.1 or section 6.5.5; provided that nothing in this subdivision exempts the Gaming Resource Supplier or Financial Source from applying for a renewal of a State determination of suitability.

Sec. 6.6. Submission of New Application.

Nothing in section 6.0 shall be construed to preclude an Applicant who has been determined to be unsuitable for licensure by the State Gaming Agency, or the Tribe on behalf of such Applicant, from later submitting a new application for a determination of suitability by the State Gaming Agency in accordance with

section 6.0, provided that the Applicant may not commence duties or activities until found suitable by the State Gaming Agency.

SECTION 7.0. APPROVAL AND TESTING OF GAMING DEVICES.

Sec. 7.1. Gaming Device Approval.

- (a) No Gaming Device may be offered for play unless all the following occurs:
 - (1) The manufacturer or distributor that sells, leases, or distributes such Gaming Device (i) has applied for a determination of suitability by the State Gaming Agency at least fifteen (15) days before it is offered for play, (ii) has not been found to be unsuitable by the State Gaming Agency, and (iii) has been licensed by the Tribal Gaming Agency;
 - (2) The software for the game authorized for play on the Gaming Device has been tested, approved and certified by an independent gaming test laboratory or state or national governmental gaming test laboratory (Gaming Test Laboratory) as operating in accordance with the applicable technical standards in effect as of the effective date of this Compact, or such other technical standards as the State Gaming Agency and the Tribal Gaming Agency shall agree upon (Technical Standards), which agreement shall not be unreasonably withheld;
 - (3) A copy of the certification by the Gaming Test Laboratory, specified in subdivision (a)(2), is provided to the State Gaming Agency by electronic transmission or by mail, unless the State Gaming Agency waives receipt of copies of the certification;
 - (4) The software for the game authorized for play on the Gaming Device is tested by the Tribal Gaming Agency to ensure each game authorized for play on the Gaming Device has the correct electronic signature prior to operation of the Gaming Device by the public.

- (5) The hardware and associated equipment for each type of Gaming Device has been tested by the Gaming Test Laboratory prior to operation by the public to ensure operation in accordance with the applicable Gaming Test Laboratory standards; and
 - (6) The hardware and associated equipment for the Gaming Device has been verified or tested by the Tribal Gaming Agency to ensure operation in accordance with the manufacturer's specifications.
- (b) Where either the Tribe or the State Gaming Agency requests new standards for testing, approval, and certification of the software for the game authorized for play on the Gaming Device pursuant to subdivision (a)(2), the party requesting the new standards shall provide the other party with a detailed explanation of the reason(s) for the request. If the party to which the request is made disagrees with the request, the State Gaming Agency and the Tribal Gaming Agency shall meet and confer in a good-faith effort to resolve the disagreement, which meeting and conferring shall include consultation with an independent Gaming Test Laboratory. If the disagreement is not resolved within one hundred twenty (120) days after the Tribal Gaming Agency received the State Gaming Agency's request, either party may submit the matter to dispute resolution under section 13.0 of this Compact.

Sec. 7.2. Gaming Test Laboratory Selection.

- (a) The Gaming Test Laboratory shall be an independent commercial or state or national governmental gaming test laboratory that is (1) recognized in the gaming industry as competent and qualified to conduct scientific tests and evaluations of Gaming Devices, and (2) licensed or approved by any state or tribal government within the jurisdiction of which the operation of Gaming Devices is authorized. At least thirty (30) days before the commencement of Gaming Activities pursuant to this Compact, or if such use follows the commencement of Gaming Activities, at least fifteen (15) days prior to reliance thereon, the Tribal Gaming Agency shall submit to the State Gaming Agency documentation that demonstrates the Gaming Test Laboratory satisfies (1) and (2) herein. If, at any time, the

Gaming Test Laboratory license and/or approval required by (a)(2) herein is suspended or revoked by any of those jurisdictions or the Gaming Test Laboratory is found unsuitable by the State Gaming Agency, then the State Gaming Agency may reject the use of that Gaming Test Laboratory, and upon such rejection, the Tribal Gaming Agency shall ensure that the Gaming Test Laboratory discontinues its responsibilities under this section. Any such suspension, revocation, or determination of unsuitability shall not affect the Tribe's right to continue operating Gaming Devices that had been tested and evaluated by such Gaming Test Laboratory, but Gaming Devices tested, evaluated and approved by such Gaming Test Laboratory shall be re-tested, re-evaluated and re-approved by a substitute Gaming Test Laboratory.

- (b) The Tribe and the State Gaming Agency shall inform the Gaming Test Laboratory in writing that, irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty runs equally to the State and the Tribe; provided, that if the State Gaming Agency requests that the Gaming Test Laboratory perform additional work, the State Gaming Agency shall be solely responsible for the cost of such additional work.

Sec. 7.3. Maintenance of Records of Testing Compliance.

The Tribal Gaming Agency shall prepare and maintain records of its compliance with section 7.1 while any Gaming Device is on the gaming floor and for a period of one (1) year after the Gaming Device is removed from the gaming floor, and shall make those records available for inspection by the State Gaming Agency upon request.

Sec. 7.4. State Gaming Agency Inspections.

- (a) The State Gaming Agency, utilizing such consultants, if any, that it deems appropriate and whom it binds to the confidentiality requirements of this Compact, may inspect the Gaming Devices in operation at a Gaming Facility on a random basis not to exceed four (4) times annually to confirm that they operate and play properly pursuant to applicable technical standards. The State Gaming Agency shall make a good-faith effort to work with the Tribal Gaming Agency to minimize unnecessary disruption to the Gaming Operation

including, where appropriate, performing desk audits rather than onsite physical inspections. An onsite inspection may consist of randomly testing Gaming Device software, hardware, associated equipment, software maintenance records, and components critical to the operation of the Gaming Device. The State Gaming Agency may not remove from play more than five percent (5%) of the Gaming Devices then in operation at the Gaming Facility, and may not remove a Gaming Device from play, except during inspection or testing, or from the Gaming Facility at any time, unless it obtains the concurrence of the Tribal Gaming Agency, which shall not be unreasonably withheld. The five percent (5%) limitation on inspections of Gaming Devices shall not apply if a Gaming Device's connection to other Gaming Devices, a progressive controller or similar linked system makes limiting removal from play of no more than five percent (5%) infeasible or impossible. Whenever practicable, the State Gaming Agency shall not require removal from play any Gaming Device that the Tribal Gaming Agency determines may be fully and adequately tested while still in play. The State Gaming Agency shall return any Gaming Device removed from a Gaming Facility to the Gaming Facility as soon as reasonably possible. The random inspections conducted pursuant to this section shall occur during normal business hours outside of weekends and holidays.

- (b) To minimize unnecessary disruption to the Gaming Operation, rather than conducting on-site inspections, the State Gaming Agency may perform "desk audits" of the Tribe's Gaming Devices currently in operation. Upon receipt of notice from the State Gaming Agency of the intent to conduct a desk audit, the Tribal Gaming Agency shall provide the State Gaming Agency with a list of all of the Tribe's Gaming Devices currently in operation, together with the information for each such Gaming Device that supports a "desk audit." This information shall include, but is not limited to, the following: (1) Manufacturer; (2) Game Name/Theme; (3) Serial Number; (4) Machine/Asset Number; (5) Manufacturer; (6) Location; (7) Denomination; (8) Slot Type (e.g., video, reel); (9) Progressive Type (e.g., stand alone, linked, WAP); (10) Software ID number for all certified software in the Gaming Device, including Game, Base/System, Boot Chips and Communication Chip; (11) any other information deemed relevant and appropriate by the State Gaming

Agency and the Tribal Gaming Agency. The State Gaming Agency promptly shall consult with the Tribal Gaming Agency concerning any material discrepancies noted and whether those discrepancies continue to exist.

- (c) The State Gaming Agency shall provide notify the Tribal Gaming Agency of its intent to conduct any on-site Gaming Device inspection with prior notice sufficient to afford the presence of proper staffing, and where applicable, manufacturer's representatives, to ensure the overall efficiency of the inspection process. The Tribal Gaming Agency may accompany the State Gaming Agency inspector(s).
- (d) The State Gaming Agency, utilizing such consultants, if any, that it deems appropriate and whom it binds to the confidentiality requirements of this Compact, may conduct additional inspections at additional times upon reasonable belief of any irregularity and after informing the Tribal Gaming Agency of the basis for such belief, provided, that the Tribe may invoke dispute resolution under section 13.0 if the Tribal Gaming Agency has reason to believe that the number of inspections is unduly burdensome and/or lacks sufficient basis for the number of inspections in light of the Tribe's continued regulatory compliance.
- (e) For any inspections in this section, the State Gaming Agency may utilize consultants that the State Gaming Agency deems appropriate and whom it binds to the confidentiality requirements of this Compact. The Tribal Gaming Agency, in its sole discretion, may require a member or staff of the Tribal Gaming Agency or a representative of the State Gaming Agency to accompany any consultant at all times that the consultant is in a non-public area of the Gaming Facility. The State Gaming Agency shall also take all reasonable steps to ensure that any consultants are free from conflicting interests in the conduct of their duties under this Compact.

Sec. 7.5. Technical Standards.

The Tribal Gaming Agency shall provide to the State Gaming Agency copies of its regulations for Technical Standards applicable to the Tribe's Gaming Devices within thirty (30) days after the effective date of this Compact if not previously provided and thereafter at least thirty (30) days before the effective date

of any material revisions to the regulations, unless exigent circumstances require that any revisions to the regulations take effect sooner in order to ensure game integrity or otherwise to protect the public or the Gaming Operation, in which event the revisions to the regulations shall be provided to the State Gaming Agency as soon as reasonably practicable.

Sec. 7.6. Transportation of Gaming Devices.

- (a) Subject to the provisions of subdivision (b), the Tribal Gaming Agency shall not permit any Gaming Device to be transported to or from the Tribe's Indian lands except in accordance with procedures established by agreement between the State Gaming Agency and the Tribal Gaming Agency and upon at least ten (10) days' notice to the Sheriff's Department for the County in which the land is located.
- (b) Transportation of a Gaming Device from a Gaming Facility within California is permissible only if:
 - (1) The final destination of the Gaming Device is a gaming facility of any tribe in California that has a compact with the State or class III procedures prescribed by the Secretary of the Interior which makes lawful the operation of Gaming Devices;
 - (2) The final destination of the Gaming Device is any other state in which possession of the Gaming Device is made lawful by state law, tribal-state compact, or class III procedures prescribed by the Secretary of the Interior;
 - (3) The final destination of the Gaming Device is another country, or any state or province of another country, wherein possession of Gaming Devices is lawful; or
 - (4) The final destination is a location within California for testing, repair, maintenance, or storage by a person or entity that has been licensed by the Tribal Gaming Agency and has been found suitable for licensure by the State Gaming Agency.
- (c) Any Gaming Device transported from or to the Tribe's Indian lands in violation of this section, or in violation of any permit issued pursuant

thereto, is subject to summary seizure by California peace officers in accordance with California law.

SECTION 8.0. INSPECTIONS.

Sec. 8.1. On-Site Regulation.

This Compact reflects the previous relationship between the State and the Tribe operating pursuant to a Class III Gaming compact. It recognizes and respects the primary role of the Tribal Gaming Agency to perform on-site regulation and to protect the integrity of the Gaming Activities, the reputation of the Tribe and the Gaming Operation for honesty and fairness, and to maintain the confidence of patrons that tribal governmental gaming in California meets the highest standards of regulation and internal controls. This Compact also acknowledges and affords the State with the authority and responsibility to ensure that the Tribe complies with all of the terms of this Compact and that gaming is conducted with integrity and in a manner that protects the health, safety and other interests of the people of California.

Sec. 8.1.1. Investigation and Sanctions.

- (a) The Tribal Gaming Agency shall investigate any reported violation of this Compact and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary.
- (b) The Tribal Gaming Agency shall be empowered by the Gaming Ordinance to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Gaming Ordinance, or this Compact. Any right to notice or hearing in regard thereto shall be governed by tribal law. Nothing in this Compact expands, modifies, or impairs the jurisdiction of the Tribal Gaming Agency under IGRA, the Gaming Ordinance or other applicable tribal law.
- (c) The Tribal Gaming Agency shall report individual or continued violations of this Compact that pose a significant threat to gaming integrity or public health and safety, and any failures to comply with the Tribal Gaming Agency's orders, to the Commission and the

Bureau of Gambling Control in the California Department of Justice within ten (10) days of discovery.

Sec. 8.2. Assistance by State Gaming Agency.

The Tribe may request the assistance of the State Gaming Agency whenever it reasonably appears that such assistance may be necessary to carry out the purposes described in section 8.1, or otherwise to protect public health, safety, or welfare.

Sec. 8.3. Access to Premises by State Gaming Agency; Notification; Inspections.

- (a) Notwithstanding that the Tribe and its Tribal Gaming Agency have the primary responsibility to administer and enforce the regulatory requirements of this Compact, the State Gaming Agency, including but not limited to any consultants retained by it, shall have the right to inspect the Tribe's Gaming Facility, and all Gaming Operation or Facility records relating thereto as is reasonably necessary to ensure Compact compliance, including with adequate notice such records located in off-site facilities dedicated to their storage, subject to the conditions in subdivisions (b), (c), and (d). The State Gaming Agency shall ensure that any consultants retained by it have met the standards and requirements, including any background investigations, established by applicable State Gaming Agency regulations governing contract employees.
- (b) Except as provided in section 7.4, the State Gaming Agency may inspect public areas of the Gaming Facility at any time without prior notice during normal Gaming Facility business hours.
- (c) Inspection of areas of the Gaming Facility not normally accessible to the public may be made at any time during the normal administrative hours of the Tribal Gaming Agency, immediately after the State Gaming Agency's authorized inspector notifies the Tribal Gaming Agency of his or her presence on the premises, presents proper identification, and requests access to the non-public areas of the Gaming Facility. Inspection of areas of the Gaming Facility not normally accessible to the public may be made at any time outside the normal administrative hours of the Tribal Gaming Agency with

fourteen (14) days notice to the Tribal Gaming Agency, unless exigent circumstances require access within a shorter period of time. The Tribal Gaming Agency, in its sole discretion, may require a member or staff of the Tribal Gaming Agency to accompany the State Gaming Agency inspector at all times that the State Gaming Agency inspector is in a non-public area of the Gaming Facility. If the Tribal Gaming Agency imposes such a requirement, it shall require such member or staff to be available at appropriate times for those purposes and shall ensure that the member or staff has the ability to gain immediate access to all non-public areas of the Gaming Facility.

- (d) Nothing in this Compact shall be construed to limit the State Gaming Agency to one inspector during inspections.

Sec. 8.4. Inspection, Copying and Confidentiality of Documents.

- (a) Inspection and copying of Gaming Operation papers, books, and records may occur at any time after the State Gaming Agency gives notice to the Tribal Gaming Agency during the normal administrative hours of the Tribal Gaming Agency, provided that the State Gaming Agency inspectors cannot require copies of papers, books, or records in such manner or volume that it unreasonably interferes with the normal functioning of the Gaming Operation or Facility, or with the operation of the Tribal Gaming Agency.
- (b) In lieu of onsite inspection and copying of Gaming Operation papers, books, and records by its inspectors, the State Gaming Agency may request in writing that the Tribal Gaming Agency provide copies of such papers, books, and records as the State Gaming Agency deems necessary to ensure compliance with the terms of this Compact. The State Gaming Agency's written request shall describe those papers, books, and records requested to be copied with sufficient specificity to reasonably identify the requested documents. Within ten (10) days after it receives the request, or such other time as the State Gaming Agency may agree in writing, the Tribal Gaming Agency shall provide one (1) copy of the requested papers, books, and records to the requesting State Gaming Agency. An electronic version of the requested papers, books, and records may be submitted to the State Gaming Agency in lieu of a paper copy so long as the software

required to access the electronic version is reasonably available to the State Gaming Agency.

- (c) Notwithstanding any other provision of California law, any confidential information and records, as defined in subdivision (d), that the State Gaming Agency obtains or copies pursuant to this Compact shall be, and remain, the property solely of the Tribe; provided that such confidential information and records and copies may be retained by the State Gaming Agency as is reasonably necessary to assure the Tribe's compliance with this Compact or to conduct or complete any investigation of suspected criminal activity; and provided further that the State Gaming Agency may provide such confidential information and records and copies to federal law enforcement and other state agencies or consultants that the State deems reasonably necessary in order to assure the Tribe's compliance with this Compact, in order to renegotiate any provision thereof, or in order to conduct or complete any investigation of suspected criminal activity in connection with the Gaming Activities or the operation of the Gaming Facility or the Gaming Operation; provided that to the extent reasonably feasible, the State Gaming Agency will consult with representatives of the Tribe prior to such disclosure. Prior to the disclosure of any confidential information and records and copies to federal law enforcement and other state agencies, upon request, the State Gaming Agency shall provide the Tribal Gaming Agency with a current copy of its relevant confidentiality policy.
- (d) For the purposes of this section, "confidential information and records" means any and all information and records received from the Tribe pursuant to the Compact, except for information and records that are in the public domain.
- (e) The State Gaming Agency and all other state agencies and consultants to which it provides information and records obtained pursuant to subdivisions (a) or (b) of this section, which are confidential pursuant to subdivision (d), will exercise utmost care in the preservation of the confidentiality of such information and records and will apply the highest standards of confidentiality provided under California state law to preserve such information and records from disclosure until such time as the information or record is no longer confidential or disclosure is authorized by the Tribe, by mutual agreement of the

Tribe and the State, or pursuant to the arbitration procedures under section 13.2. The State Gaming Agency and all other state agencies and consultants may disclose confidential information or records as necessary to fully adjudicate or resolve a dispute arising pursuant to the Compact, in which case the State Gaming Agency and all other state agencies and consultants agree to preserve confidentiality to the greatest extent feasible and available. Before the State Gaming Agency provides confidential information and records to a consultant as authorized under subdivision (c), it shall enter into a confidentiality agreement with that consultant that meets the standards of this subdivision.

- (f) The Tribe may avail itself of any and all remedies under State law for the improper disclosure of confidential information and records. In the case of any disclosure of confidential information and records compelled by judicial process, the State Gaming Agency will endeavor to give the Tribe prompt notice of the order compelling disclosure and a reasonable opportunity to interpose an objection thereto with the court.
- (g) Except as otherwise provided in any regulation approved by the Gaming Regulators' Association, the Tribal Gaming Agency and the State Gaming Agency shall confer and agree regarding protocols for the release to law enforcement agencies of information obtained during the course of background investigations.
- (h) Confidential information and records received by the State Gaming Agency from the Tribe in compliance with this Compact, or information compiled by the State Gaming Agency from those confidential records, shall be exempt from disclosure under the California Public Records Act.
- (i) Upon request, the State Gaming Agency shall provide the Tribal Gaming Agency with a current copy of its records retention and destruction policy.

Sec. 8.5. Cooperation Between State Gaming Agency and Tribal Gaming Agency.

The State Gaming Agency shall meet periodically with the Tribal Gaming Agency and both shall cooperate in all matters relating to the enforcement of the provisions of this Compact and its Appendices.

Sec. 8.6. Compact Compliance Review.

The State Gaming Agency is authorized to conduct an annual Compact compliance review (also known as a “site visit”) to ensure compliance with all provisions of this Compact and any appendices hereto. Upon the discovery of an irregularity that the State Gaming Agency reasonably determines may be a threat to gaming integrity or public safety, and after consultation with the Tribal Gaming Agency, the State Gaming Agency may conduct additional periodic reviews in order to ensure compliance with all provisions of this Compact and its Appendices. Nothing in this section shall be construed to supersede any other audits, inspections, investigations, and monitoring authorized by this Compact.

Sec. 8.7. Waiver of Materials.

The State Gaming Agency shall retain the discretion to waive, in whole or in part, receipt of materials otherwise required by this Compact to be provided to the State Gaming Agency by the Tribal Gaming Agency or the Tribe.

SECTION 9.0. RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE GAMING OPERATION AND FACILITY.

Sec. 9.1. Adoption of Regulations for Operation and Management; Minimum Standards.

It is the responsibility of the Tribal Gaming Agency to conduct on-site gaming regulation and control in order to enforce the terms of this Compact, of IGRA, of NIGC gaming regulations, of State Gaming Agency regulations, and of the Gaming Ordinance, to protect the integrity of the Gaming Activities and the Gaming Operation for honesty and fairness, and to maintain the confidence of patrons that tribal governmental gaming in California meets the highest standards of fairness and internal controls. To meet those responsibilities, the Tribal Gaming Agency shall be vested with the authority to promulgate, and shall promulgate and

enforce, rules and regulations governing, at a minimum, the following subjects pursuant to the standards and conditions set forth therein:

- (a) The enforcement of all relevant laws and rules with respect to the Gaming Activities, Gaming Operation and Gaming Facility, and the conduct of investigations and hearings with respect thereto, and to any other subject within its jurisdiction.
- (b) The physical safety of Gaming Facility patrons and employees, and any other persons while in the Gaming Facility. Except as provided in section 12.2, nothing herein shall be construed, however, to make applicable to the Tribe any State laws, regulations, or standards governing the use of tobacco.
- (c) The physical safeguarding of assets transported to, within, and from the Gaming Facility.
- (d) The prevention of illegal activity within the Gaming Facility or with regard to the Gaming Operation or Gaming Activities, including, but not limited to, the maintenance of employee procedures and a surveillance system as provided in subdivision (e).
- (e) Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming Agency. The Tribal Gaming Agency shall have current copies of the Gaming Facility floor plan and closed-circuit television system at all times, and any modifications thereof first shall be approved by the Tribal Gaming Agency.
- (f) The establishment of Tribal Internal Control Standards requiring employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like, consistent with industry practice.
- (g) Maintenance of a list of persons permanently excluded from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Tribe or to the integrity of

regulated gaming within the State. The Tribal Gaming Agency and the State Gaming Agency shall make a good faith effort to share information regarding such permanent exclusions.

- (h) The conduct of an audit, at the Tribe's expense, of the Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with industry standards.
- (i) Submission to, and prior approval by, the Tribal Gaming Agency of the rules and regulations of each Class III Gaming game to be operated by the Tribe, and of any changes in those rules and regulations. No Class III Gaming game may be played that has not received Tribal Gaming Agency approval.
- (j) Maintenance of a copy of the rules, regulations, and procedures for each game as played, including, but not limited to, the method of play and the odds and method of determining amounts paid to winners.
- (k) Specifications and standards to ensure that information regarding the method of play, odds, and payoff determinations is visibly displayed or available to patrons in written form in the Gaming Facility and to ensure that betting limits applicable to any gaming station are displayed at that gaming station.
- (l) Maintenance of a cashier's cage in accordance with Tribal Internal Control standards that meet or exceed industry standards for such facilities.
- (m) Specification of minimum staff and supervisory requirements for each Gaming Activity to be conducted.
- (n) Technical standards and specifications in conformity with the requirements of this Compact for the operation of Gaming Devices and other games authorized herein or as provided in any regulation approved by the Gaming Regulators' Association.

Sec. 9.2. Manner in Which Incidents Are Reported.

The Tribal Gaming Agency shall require the recording of any and all occurrences within the Gaming Facility that deviate from normal operating policies

and procedures (hereinafter “incidents”). The Tribal Gaming Agency shall transmit copies of incident reports that it reasonably believes concern a significant or continued threat to public safety or gaming integrity to the State Gaming Agency within a reasonable period of time, not to exceed seven (7) days, after the incident. The procedure for recording incidents pursuant to this section shall also do all of the following:

- (a) Specify that security personnel record all incidents, regardless of an employee’s determination that the incident may be immaterial (all incidents shall be identified in writing).
- (b) Require the assignment of a sequential number to each report.
- (c) Provide for permanent reporting in indelible ink in a bound notebook from which pages cannot be removed and in which entries are made on each side of each page and/or in electronic form, provided the information is recorded in a manner so that, once the information is entered, it cannot be deleted or altered and is available to the State Gaming Agency pursuant to sections 8.3 and 8.4.
- (d) Require that each report include, at a minimum, all of the following:
 - (1) The record number.
 - (2) The date.
 - (3) The time.
 - (4) The location of the incident.
 - (5) A detailed description of the incident.
 - (6) The persons involved in the incident.
 - (7) The security department employee assigned to the incident.

Sec. 9.3. Minimum Internal Control Standards (MICS).

- (a) The Tribe shall conduct its Gaming Activities pursuant to an internal control system that implements minimum internal control standards

for Class III Gaming that are no less stringent than those contained in the Minimum Internal Control Standards of the NIGC (25 C.F.R. § 542), as they existed on October 10, 2008, and as they may thereafter be amended, without regard to the NIGC's authority to promulgate, enforce, or audit the standards. These standards are posted on the State Gaming Agency website(s) and are referred to herein as the "Compact MICS." This requirement is met through compliance with the provisions set forth in this section and in section 9.1 or in the alternative by compliance with the statewide uniform regulation CGCC-8, as it may be amended.

- (b) In the event CGCC-8 is rescinded or otherwise ceases to exist, or if the NIGC withdraws its regulation at 25 C.F.R. § 542, the Minimum Internal Control Standards of the NIGC as they existed on October 10, 2008 shall continue to serve as the Minimum Internal Control Standards for the purposes of this Compact. Any change, modification, or amendment thereto shall be effected by action of the Tribal-State Association.
- (c) The minimum internal control standards set forth in the Compact MICS shall apply to all Gaming Activities, Gaming Facilities and the Gaming Operation; however, the Compact MICS are not applicable to any class II gaming activities. Should the terms in the Compact MICS be inconsistent with this Compact, the terms in this Compact shall prevail.

Sec. 9.4. Program to Mitigate Problem Gambling.

The Gaming Operation shall establish a program, approved by the Tribal Gaming Agency, to mitigate pathological and problem gambling by implementing the following measures:

- (a) It shall train Gaming Facility supervisors and gaming floor employees on responsible gaming and to identify and manage problem gambling.
- (b) It shall make available to patrons at conspicuous locations and ATMs in the Gaming Facility educational and informational materials which aim at the prevention of problem gambling and that specify where to find assistance.

- (c) It shall establish self-exclusion programs whereby a self-identified problem gambler may request the halt of promotional mailings, the revocation of privileges for casino services, the denial or restraint on the issuance of credit and check cashing services, and exclusion from the Gaming Facility.
- (d) It shall establish an involuntary exclusion program that allows the Gaming Operation to halt promotional mailings, deny or restrain the issuance of credit and check cashing services, and deny access to the Gaming Facility to patrons who have exhibited signs of problem gambling. Nothing herein creates a right to sue the Tribe, the Tribal Gaming Agency, or the Gaming Operation, or any official, employee or agent of the Tribe, the Tribal Gaming Agency, or the Gaming Operation as the result of such exclusion.
- (e) It shall display at conspicuous locations and at ATMs within the Gaming Facility signage bearing a toll-free help-line number where patrons may obtain assistance for gambling problems.
- (f) It shall make diligent efforts to prevent underage individuals from loitering in the area of the Gaming Facility where the Gaming Activities take place.
- (g) It shall assure that advertising and marketing of the Gaming Activities at the Gaming Facility contain a responsible gambling message and a toll-free help-line number for problem gamblers, where practical, and that it makes no false or misleading claims.

Nothing herein is intended to grant any third party the right to sue based on any alleged deficiency or violation of these measures. Any deficiency in the effectiveness of these measures or standards, as opposed to compliance with the program and measures specified above, does not constitute a material breach of this Compact.

Sec. 9.5. State Civil and Criminal Jurisdiction.

Nothing in this Compact expands, modifies or impairs the civil or criminal jurisdiction of the State, local law enforcement agencies and tribal and state courts under Public Law 280 (18 U.S.C. § 1162; 28 U.S.C. § 1360) or IGRA. Except as provided below, all state and local law enforcement agencies and state courts shall

exercise jurisdiction to enforce the State's criminal laws on the Tribe's Indian lands, including the Gaming Facility and all related structures, in the same manner and to the same extent, and subject to the same restraints and limitations, imposed by the laws of the State and the United States, as is exercised by state and local law enforcement agencies and state courts elsewhere in the State. However, no Gaming Activity conducted by the Tribe pursuant to this Compact may be deemed to be a civil or criminal violation of any law of the State. Except for such Gaming Activity conducted pursuant to this Compact, criminal jurisdiction to enforce state gambling laws on the Tribe's Indian lands, and to adjudicate alleged violations thereof, is hereby transferred to the State pursuant to 18 U.S.C. § 1166(d).

Sec. 9.6. Tribal Gaming Agency Members.

- (a) The Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under this Compact; shall adopt a conflict-of-interest code to that end; and shall ensure the prompt removal of any member of the Tribal Gaming Agency who is found to have acted in a corrupt or compromised manner, or is found to have a conflict of interest.
- (b) The Tribe shall conduct a background investigation on each prospective member of the Tribal Gaming Agency; provided that if such member is elected through a tribal election process, that member may not participate in any Tribal Gaming Agency matters under this Compact unless a background investigation has been concluded and the member has been found to be suitable.
- (c) The Tribe shall conduct a background investigation on each prospective employee of the Tribal Gaming Agency to ensure he or she satisfies the requirements of section 6.4.7.

Sec. 9.7. Gaming Regulators' Association.

- (a) Except as provided in subdivision (d), no State Gaming Agency regulation shall be effective with respect to the Tribe's Gaming Operation unless it has first been approved by the Association and the Tribe has had an opportunity to review and comment on the proposed regulation.

- (b) Every State Gaming Agency regulation that is intended to apply to the Tribe (other than a regulation proposed or previously approved by the Association) shall be submitted to the Association for consideration prior to submission of the regulation to the Tribe for comment as provided in subdivision (c). A regulation that is disapproved by the Association shall not be submitted to the Tribe for comment unless it is re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections.
- (c) Except as provided in subdivision (d), no regulation of the State Gaming Agency shall be adopted as a final regulation in respect to the Tribe's Gaming Operation before the expiration of 30 days after submission of the proposed regulation to the Tribe for comment as a proposed regulation, and after consideration of the Tribe's comments, if any.
- (d) In exigent circumstances (e.g., imminent threat to public health and safety), the State Gaming Agency may adopt a regulation that becomes effective immediately. Any such regulation shall be accompanied by a detailed, written description of the exigent circumstances, and shall be submitted immediately to the Association for consideration. If the regulation is disapproved by the Association, it shall cease to be effective, but may be re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections, and thereafter submitted to the Tribe for comment as provided in subdivision (c).
- (e) The Tribe may object to a State Gaming Agency regulation on the ground that it is unnecessary, unduly burdensome, conflicts with a published final regulation of the NIGC, or unfairly discriminatory, and may seek repeal or amendment of the regulation through the dispute resolution process of section 13.0; provided that, if the regulation of the State Gaming Agency conflicts with a final published regulation of the NIGC, the NIGC regulation shall govern pending conclusion of the dispute resolution process.

SECTION 10.0. PATRON DISPUTES.

The Tribal Gaming Agency shall promulgate regulations governing patron disputes over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any Gaming Activities, which regulations must meet the following minimum standards:

- (a) A patron who has a dispute over the play or operation of any game of the Gaming Operation must make a written complaint to personnel of the Gaming Operation within seven (7) days of the play or operation at issue (Initial Complaint).
 - (1) If the patron's Initial Complaint is not resolved to the patron's satisfaction by the Gaming Operation's management, the patron shall be given written notice by the Gaming Operation that the patron has the right to request, in writing, resolution of the complaint by the Tribal Gaming Agency. The patron must make the request to the Tribal Gaming Agency within fifteen (15) days of receiving the Gaming Operation's written notification. If the patron is dissatisfied with the Tribal Gaming Agency's resolution of the complaint, the patron may seek resolution in either the Tribe's tribal court, or if the tribal court is not available, through or a three (3)-member tribal claims commission pursuant to the terms and provisions in subdivision (c). The tribal claims commission shall consist of at least one (1) representative of the tribal government and at least one (1) commissioner who is not a member of the Tribe. No member of the tribal claims commission may be employed by the Gaming Facility or Gaming Operation.
 - (2) The written notice provided by the Gaming Operation must contain notice of all procedural provisions in subdivision (a)(1). If the patron is not provided with written notice by the Gaming Operation within thirty (30) days of the patron's submission of the Initial Complaint, then the patron may seek resolution of the complaint by the Tribal Gaming Agency up to one hundred eighty (180) days after submission of the Initial Complaint.
 - (3) An explanation of the dispute resolution process shall be posted or otherwise made available in each Gaming Facility.

- (b) Upon receipt of the patron's written request for a resolution of the patron's complaint pursuant to subdivision (a), the Tribal Gaming Agency shall conduct an investigation, shall provide to the patron a copy of its procedures concerning patron complaints, and shall render a decision consistent with industry practice. The Tribal Gaming Agency's decision shall be issued within sixty (60) days of the patron's written request, shall be in writing, shall be based on the facts surrounding the dispute, and shall set forth the reasons for the decision.
- (c) If the patron is dissatisfied with the decision of the Tribal Gaming Agency issued pursuant to subdivision (b), or no decision is issued within the sixty (60) day period, the patron may request that any such complaint over any claimed prizes or winnings and the amount thereof, be settled either in the Tribe's tribal court or, if the tribal court is not available, by a three (3)-member tribal claims commission pursuant to the terms and provisions in subdivision (c). The tribal claims commission shall consist of at least one (1) representative of the tribal government and at least one (1) commissioner who is not a member of the Tribe. No member of the tribal claims commission may be employed by the Gaming Facility or Gaming Operation. The tribal court or tribal claims commission must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process. Resolution of the dispute before the tribal court system or tribal claims commission shall be at no cost to the patron (excluding patron's attorney's fees). Consistent with industry practice, if any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the patron's claim for the winnings shall be denied but the patron shall be awarded reimbursement of the amounts wagered by the patron that were lost as a result of any mechanical, electronic or electromechanical failure.
- (d) The Tribe shall consent to tribal court or tribal claims commission adjudication to the extent of the amount of winnings in controversy, and discovery in the tribal courts or tribal claims commission proceedings shall be governed by tribal rules and procedures

comparable to the rules set forth in section 1283.05 of the California Code of Civil Procedure.

- (e) Any party dissatisfied with the award of the tribal court or the tribal claims commission may invoke the jurisdiction of the tribal appellate court, or in the absence of a tribal appellate court, the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent), provided that if there is a tribal appellate court, the party making the election of JAMS must bear all costs and expenses of JAMS and the JAMS arbitrators associated with the JAMS Optional Arbitration Appeal Procedure, regardless of the outcome. The applicable JAMS Optional Arbitration Appeal Procedure, hereafter also known as the “JAMS appeal proceeding,” shall take place in Sonoma County, California, shall use one (1) arbitrator and shall not be a de novo review, but shall be based solely upon the record developed in the tribal court. The JAMS appeal proceeding shall review all determinations of the tribal court on matters of law, but shall not set aside any factual determinations of the tribal court if such determination is supported by substantial evidence. The JAMS appeal proceeding will review the decision of the tribal court under the substantial evidence standard. The JAMS Optional Arbitration Appeal Procedure arbitrator does not take new evidence but reviews the record of the decision below to make sure there is substantial evidence that reasonably supports that decision. The JAMS Optional Arbitration Appeal Procedure arbitrator’s appellate function is not to decide whether he or she would have reached the same factual conclusions but decide whether a reasonable fact-finder could have come to the same conclusion based on the facts in the record. If there is a conflict in the evidence and a reasonable fact-finder could have resolved the conflict either way, the decision of the tribal court will not be overturned on appeal. The arbitrator shall have no authority to award attorney’s fees, costs or arbitration fees, regardless of outcome.
- (f) To effectuate its consent to the tribal court, the tribal claims commission and the JAMS Optional Arbitration Appeal Procedure in the section, the Tribe shall, in the exercise of its sovereignty, expressly waive, and also waive its right to assert, sovereign immunity in connection with the jurisdiction of the tribal court, tribal claims commission, and JAMS Optional Arbitration Appeal Procedure, and in any suit to (i) enforce an obligation under this section, or (ii)

enforce or execute a judgment based upon the award of the tribal court, tribal claims commission, or the arbitrator or the JAMS Optional Arbitration Appeal Procedure arbitrator.

SECTION 11.0. OFF-RESERVATION ENVIRONMENTAL AND ECONOMIC IMPACTS.

Sec. 11.1. Tribal Environmental Impact Report.

- (a) The Memorandum of Agreement (MOA), as defined in section 2.20, between the Dry Creek Rancheria Band of Pomo Indians and the County of Sonoma dated March 18, 2008, and as subsequently amended between the Tribe and County, establishes the process by which the Tribe identifies and mitigates off-reservation impacts. To the extent that MOA, including any amendments consented to by the Tribe and the County remains in effect, the Tribe is not subject to the requirements of this section. The terms and provisions of the MOA establish the relevant duties, standards and procedures for identification and mitigation of off-reservation impacts. In the event the MOA is no longer in effect, the Tribe will be subject to the provisions of this section. Before the commencement of any Project as defined in section 2.23, the Tribe shall cause to be prepared a tribal environmental impact report pursuant to the process and standards required by section 11.0, which is hereinafter referred to as a “TEIR,” analyzing the potentially significant off-reservation environmental impacts of the Project pursuant to the process set forth in this section 11.0; provided, however, that information or data that is relevant to the TEIR and is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEIR, but may be specifically cited as the source for conclusions stated therein; and provided further that such information or data shall be briefly described, that its relationship to the TEIR shall be indicated, and that the source thereof shall be reasonably available for inspection at a public place or public building. The TEIR shall provide detailed information about the Significant Effect(s) on the Off-Reservation Environment that the Project is likely to have, including each of the matters set forth in Appendix B, shall list ways in which the Significant Effects on the Off-Reservation Environment might be minimized, and shall include a detailed statement setting forth all of the following:

- (1) A description of the physical environmental conditions in the vicinity of the Project (the environmental setting and existing baseline conditions), as they exist at the time the notice of preparation is issued;
 - (2) All Significant Effects on the Off-Reservation Environment of the proposed Project;
 - (3) In a separate section:
 - (A) Any Significant Effect on the Off-Reservation Environment that cannot be avoided if the Project is implemented;
 - (B) Any Significant Effect on the Off-Reservation Environment that would be irreversible if the Project is implemented;
 - (4) Mitigation measures proposed to minimize Significant Effects on the Off-Reservation Environment, including, but not limited to, measures to reduce the wasteful, inefficient, and unnecessary consumption of energy;
 - (5) Alternatives to the Project; provided that the Tribe need not address alternatives that would cause it to forgo its right to engage in the Gaming Activities authorized by this Compact on its Indian lands;
 - (6) Whether any proposed mitigation would be feasible;
 - (7) Any direct growth-inducing impacts of the Project; and
 - (8) Whether the proposed mitigation would be effective to substantially reduce the potential Significant Effects on the Off-Reservation Environment.
- (b) In addition to the information required pursuant to subdivision (a), the TEIR shall also contain a statement indicating the reasons for determining that various effects of the Project on the off-reservation

environment are not significant and consequently have not been discussed in detail in the TEIR. In the TEIR, the direct and indirect Significant Effects on the Off-Reservation Environment, including each of the items in Appendix B, shall be clearly identified and described, giving due consideration to both the short-term and long-term effects. The discussion of mitigation measures shall describe feasible measures that could minimize significant adverse effects, and shall distinguish between the measures that are proposed by the Tribe and other measures proposed by others. Where several measures are available to mitigate an effect, each should be discussed and the basis for selecting a particular measure should be identified. Formulation of mitigation measures should not be deferred until some future time. The TEIR shall also describe a range of reasonable alternatives to the Project or to the location of the Project, which would feasibly attain most of the basic objectives of the Project and which would avoid or substantially lessen any of the Significant Effects on the Off-Reservation Environment, and evaluate the comparative merits of the alternatives; provided that the Tribe need not address alternatives that would cause it to forgo its right to engage in the Gaming Activities authorized by this Compact on its Indian lands. The TEIR must include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison. The TEIR shall also contain an index or table of contents and a summary, which shall identify each Significant Effect on the Off-Reservation Environment with proposed measures and alternatives that would reduce or avoid that effect, and issues to be resolved, including the choice among alternatives and whether and how to mitigate the Significant Effects on the Off-Reservation Environment. Previously approved land use documents, including, but not limited to, general plans, specific plans, and local coastal plans, may be used in the cumulative impact analysis.

- (c) Subject to the foregoing, the Tribe may determine, in the exercise of its sovereign authority and pursuant to a duly enacted tribal environmental ordinance that a particular activity will not cause a Significant Effect on the Off-Reservation Environment. The Tribe shall provide written notice to the State that it has adopted a tribal environmental policy ordinance, along with a copy of the ordinance, prior to the effective date of this Compact. The Tribe shall notify the State within thirty (30) days of any determination made pursuant to its

tribal environmental ordinance that a particular activity is not a Project within the meaning of this Compact. If the State objects to the Tribe's determination, the matter shall be resolved in accordance with the dispute resolution provisions of section 13.0.

- (d) To the extent any terms in this section 11.0 are not defined in this Compact, they will be interpreted and applied consistent with the policies and purposes of the California Environmental Quality Act and the National Environmental Policy Act.

Sec. 11.2. Notice of Preparation of Draft TEIR.

- (a) Upon commencing the preparation of the draft TEIR, the Tribe shall issue a Notice of Preparation (NOP) to the State Clearinghouse in the State Office of Planning and Research (State Clearinghouse) and to the County for distribution to the public. The Tribe shall also post the NOP on its website. The NOP shall provide all Interested Persons with information describing the Project and its potential Significant Effects on the Off-Reservation Environment sufficient to enable Interested Persons to make a meaningful response or comment. At a minimum, the NOP shall also include all of the following information:
 - (1) A description of the Project;
 - (2) The proposed location of the Project shown on a detailed map, preferably topographical, and on a regional map; and
 - (3) The probable off-reservation environmental effects related to the Project.
- (b) The NOP shall also inform Interested Persons of the preparation of the draft TEIR and shall inform them of the opportunity to provide comments to the Tribe within thirty (30) days of the date of the receipt of the NOP by the State Clearinghouse and the County. The NOP shall also request Interested Persons to identify in their comments the off-reservation environmental issues, potentially Significant Effects on the Off-Reservation Environment and reasonable mitigation measures that the Tribe should analyze in the draft TEIR.

Sec. 11.3. Notice of Completion of Draft TEIR.

- (a) The Tribe shall file a copy of the draft TEIR and a Notice of Completion with the State Clearinghouse, the State Gaming Agency, the County, and the California Department of Justice, Office of the Attorney General. The Tribe shall also post the Notice of Completion and a copy of the draft TEIR on its website. The Notice of Completion shall include all of the following information:
 - (1) A brief description of the Project;
 - (2) The proposed location of the Project;
 - (3) An address where copies of the draft TEIR are available; and
 - (4) Notice of a period of forty-five (45) days during which comments on the draft TEIR may be submitted to the Tribe.
- (b) The Tribe will submit ten (10) copies each of the draft TEIR and the Notice of Completion to the County, which will be asked to post public notice of the draft TEIR at the office of the County Board of Supervisors and to furnish the public notice to the public libraries serving the County. Alternative to paper copies, the Tribe and County may agree that a single electronic copy of the draft TEIR and Notice of Completion may be submitted by the Tribe to the County. The County shall also be asked to serve in a timely manner the Notice of Completion to all Interested Persons, which Interested Persons shall be identified by the Tribe for the County, to the extent it can identify them. In addition, the Tribe will provide public notice by at least one (1) of the procedures specified below:
 - (1) Publication at least one (1) time by the Tribe in a newspaper of general circulation in the area affected by the Project. If more than one (1) area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas; or
 - (2) Direct mailing by the Tribe to the owners and occupants of property adjacent to, but outside, the Indian lands on which the

Project is to be located. Owners of such property shall be identified as shown on the latest equalization assessment roll.

Sec. 11.4. Issuance of Final TEIR.

The Tribe shall prepare, certify and make available to the County, the State Clearinghouse, the State Gaming Agency, the California Department of Justice, Office of the Attorney General, and, in the event potentially significant traffic impacts are identified in the Final TEIR, to the California Department of Transportation, at least fifty-five (55) days before the completion of negotiations pursuant to section 11.7 a Final TEIR, which shall consist of:

- (a) The draft TEIR or a revision of the draft;
- (b) Comments and recommendations received on the draft TEIR either verbatim or in summary;
- (c) A list of persons, organizations, and public agencies commenting on the draft TEIR;
- (d) The responses of the Tribe to significant environmental points raised in the review and consultation process, reflecting the Tribe's good faith, reasoned analysis and consideration of each substantive comment bearing on any off-reservation environmental issues raised in the review and consultation process, and its response thereto;
- (e) In the event the Tribe has determined that specific economic, legal, social, technological, or other considerations, including the legitimate needs of the Tribe to generate revenue to provide essential programs and services to its members, make infeasible the mitigation of Significant Off-Reservation Impacts, the TEIR shall identify the specific overriding economic, legal, social, technological or other consideration(s) supporting approval of the Project based on substantial evidence in the TEIR. A Project may proceed only if such a determination is supported by substantial evidence and there is agreement with the State that the impacts to the affected community have been balanced with appropriate and commensurate benefits to the same community. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinions supported by facts. Substantial evidence is not argument, speculation,

unsubstantiated opinion or narrative, evidence which is clearly inaccurate or erroneous, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment; and

- (f) Any other information added by the Tribe.

Sec. 11.5. Cost Reimbursement to County.

The Tribe shall reimburse the County for copying and mailing costs resulting from making paper copies of the NOP, Notice of Completion, and draft TEIR available to the public under this section 11.0.

Sec. 11.6. Failure to Prepare Adequate TEIR.

The Tribe's failure to prepare a TEIR that satisfies the requirements and standards of section 11.1 may be deemed a breach of this Compact and furthermore shall be grounds for issuance of an injunction or other appropriate equitable relief.

Sec. 11.7. Intergovernmental Agreement.

- (a) Before the commencement of a Project, and no later than the issuance of the Final TEIR to the County, the Tribe shall offer to commence negotiations with the County, and upon the County's acceptance of the Tribe's offer, shall negotiate with the County and shall enter into an enforceable written agreement (hereinafter "intergovernmental agreement") with the County with respect to the matters set forth below:
 - (1) Provisions providing for the timely mitigation of any Significant Effect on the Off-Reservation Environment (which effects may include, but are not limited to, aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, water resources, land use, mineral resources, traffic, noise, utilities and service systems, and cumulative effects), where such effect is attributable, in whole or in part, to the Project, unless the parties agree that the particular mitigation is

infeasible, taking into account economic, environmental, social, technological, or other considerations.

- (2) Provisions relating to compensation for law enforcement, fire protection, emergency medical services and any other public services, to the extent those services are to be provided by the County and its special districts to the Tribe for the purposes of the Gaming Operation, including the Gaming Facility, as a consequence of the Project.
- (3) Provisions providing for mitigation of any effect on public safety attributable to the Project, including any compensation to local affected jurisdictions as a consequence thereof, to the extent such effects are not mitigated pursuant to subdivision (a)(2) above.
- (b) The Tribe shall not commence a Project until the intergovernmental agreement with the County specified in subdivision (a) is executed by the parties or is effectuated pursuant to section 11.8.
- (c) If the Final TEIR identifies traffic impacts to the state highway system or facilities that are directly attributable in whole or in part to the Project, then the intergovernmental agreement required by this section shall provide for timely mitigation of all traffic impacts on the state highway system and facilities directly attributable to the Project, and payment of the Tribe's fair share of cumulative traffic impacts.
- (d) Nothing in this section requires the Tribe to enter into any other intergovernmental agreements with a local governmental entity other than as set forth above.

Sec. 11.8. Arbitration.

To foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from commencing a Project and benefiting therefrom, if an intergovernmental agreement with the County is not entered within seventy-five (75) days of the submission of the Final TEIR, or such further time as the Tribe and the State (for purposes of this section "the parties") may agree in writing, either party may demand binding arbitration before a JAMS arbitrator pursuant to JAMS Comprehensive Arbitration with respect to any remaining

disputes arising from, connected with, or related to the negotiation. The arbitration shall be conducted as follows:

- (a) Each party shall exchange with each other within five (5) days of the demand for arbitration its last, best written offer made during the negotiation pursuant to section 11.7.
- (b) The arbitrator shall schedule a hearing to be heard within thirty (30) days of his or her appointment unless the parties agree to a longer period. The arbitrator shall be limited to awarding only one (1) of the offers submitted, without modification, based upon that proposal which best provides feasible mitigation of Significant Effects on the Off-Reservation Environment and on public safety and most reasonably compensates for public services pursuant to section 11.7, without unduly interfering with the principal objectives of the Project or imposing environmental mitigation measures which are different in nature or scale from the type of measures that have been required to mitigate impacts of a similar scale of other projects in the surrounding area, to the extent there are such other projects.
- (c) The arbitrator shall take into consideration whether the Final TEIR provides the data and information necessary to enable the County to determine both whether the Project may result in a Significant Effect on the Environment and whether the proposed measures in mitigation are sufficient to mitigate any such effect.
- (d) If the respondent does not participate in the arbitration, the arbitrator shall nonetheless conduct the arbitration and issue an award, and the claimant shall submit such evidence as the arbitrator may require therefore. Review of the resulting arbitration award is waived.
- (e) To effectuate this section, and in the exercise of its sovereignty, the Tribe agrees to expressly waive, and to waive its right to assert, sovereign immunity in connection with the arbitrator's jurisdiction and in any action to (i) enforce the other party's obligation to arbitrate, (ii) enforce or confirm any arbitral award rendered in the arbitration, or (iii) enforce or execute a judgment based upon the award.

- (f) The arbitral award will become part of the intergovernmental agreements with the State required under section 11.7.

SECTION 12.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

Sec. 12.1. General Requirements.

The Tribe shall not conduct Class III Gaming in a manner that endangers the public health, safety, or welfare, provided, however, that nothing herein shall be construed to make applicable to the Tribe any State laws or regulations governing the use of tobacco.

Sec. 12.2. Tobacco Smoke.

Notwithstanding section 12.1, the Tribe agrees to provide a non-smoking area in the Gaming Facility and to utilize a ventilation system throughout the Gaming Facility that exhausts tobacco smoke to the extent reasonably feasible under state-of-the-art technology existing as of the date of the construction or significant renovation of the Gaming Facility, and further agrees not to offer or sell tobacco to anyone younger than the minimum age specified in State law to legally purchase tobacco products.

Sec. 12.3. Health and Safety Standards.

To protect the health and safety of patrons and employees of the Gaming Facility, the Tribe shall, for the Gaming Facility:

- (a) Adopt and comply with tribal health standards for food and beverage handling that are no less stringent than State public health standards. The Tribe will allow, during normal hours of operation, inspection of food and beverage services in the Gaming Facility by non-tribal governmental health inspectors who provide evidence of authority demonstrating that they would have jurisdiction but for the Gaming Facility being on Indian lands, to assess compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Any report subsequent to an inspection or visit by the non-tribal governmental, including federal, health inspectors shall be

transmitted within seventy-two (72) hours to the State Gaming Agency and the Tribal Gaming Agency. This includes any document that includes a citation or finding. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those non-tribal governmental health inspectors, but any violations of the standards may be the subject of dispute resolution per section 13.0.

- (b) Adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California. The Tribe will allow, during normal hours of operation, inspection and testing of water quality at the Gaming Facility by State or County health inspectors, whichever inspector would have jurisdiction but for the Gaming Facility being on Indian lands, to assess compliance with these standards, unless inspections and testing are routinely made by an agency of, or contractor for, the United States pursuant to federal law, and testing is routinely performed under the authority of the Tribe in compliance with federal law, the results of which are routinely provided to, and monitored by, an agency of the United States to ensure compliance with federal water quality and safe drinking water standards. Any report or other writings by the State, County, or federal health inspectors shall be transmitted within seventy-two (72) hours to the State Gaming Agency and the Tribal Gaming Agency. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those State or County health inspectors, but any violations of the standards may be the subject of dispute resolution pursuant to section 13.0. The State acknowledges the Tribe's authority to act pursuant to the appropriate delegation by the federal Environmental Protection Agency for purposes of the federal Clean Water Act.
- (c) Comply with the building and safety standards set forth in section 6.4.2.
- (d) Adopt and comply with federal workplace and occupational health and safety standards. The Tribe will allow inspection of Gaming Facility workplaces by state inspectors, during normal hours of operation, to assess compliance with these standards provided that there is no right to inspection by state inspectors where an inspection has been conducted by an agency of the United States pursuant to federal law during the previous calendar quarter and the

Tribe has provided a copy of the federal agency's report to the State Gaming Agency within ten (10) days of the federal inspection.

- (e) Adopt and comply with tribal codes to the extent consistent with the provisions of this Compact and other applicable federal law regarding public health and safety.
- (f) Adopt and comply with tribal law that is consistent with federal and State law forbidding harassment, including sexual harassment, in the workplace, forbidding employers from discrimination in connection with the employment of persons to work or working for the Gaming Operation or in the Gaming Facility on the basis of race, color, religion, ancestry, national origin, gender, marital status, medical condition, sexual orientation, age, or disability, and forbidding employers from retaliation against persons who oppose discrimination or participate in employment discrimination proceedings (hereinafter "harassment, retaliation, or employment discrimination" or "employment-related claim"); provided that nothing herein shall preclude the Tribe from giving a preference in employment to members of the Tribe, members of federally recognized Indian tribes, or other Native Americans, pursuant to a duly adopted tribal ordinance. The tribal law required by this subdivision (f) is referred to hereafter as the "employment discrimination complaint ordinance."
- (l) With respect to all employment-related claims as defined in subdivision (f), the Tribe shall obtain and maintain an employment practices liability insurance policy consistent with industry standards for non-tribal casinos and underwritten by an insurer with an A.M. Best rating of A or higher which provides coverage of at least three million dollars (\$3,000,000) per occurrence for unlawful harassment, retaliation, or employment discrimination arising out of the claimant's employment in, in connection with, or relating to the operation of, the Gaming Operation, Gaming Facility or Gaming Activities. To effectuate the insurance coverage, the Tribe, in the exercise of its sovereignty, shall expressly waive, and waive its right to assert, sovereign immunity and any and all defenses based thereon up to the greater of three million dollars (\$3,000,000) or the limits of the employment practices insurance policy, in accordance with the tribal ordinance referenced in subdivision

(f)(2) below, in connection with any claim for harassment, retaliation, or employment discrimination arising out of the claimant's employment in, in connection with, or relating to the operation of, the Gaming Operation, Gaming Facility or Gaming Activities; provided, however, that nothing herein requires the Tribe to agree to liability for punitive damages or to waive its right to assert sovereign immunity in connection therewith. The employment practices liability insurance policy shall acknowledge in writing that the Tribe has expressly waived, and waived its right to assert, sovereign immunity and any and all defenses based thereon for the purpose of arbitration of those claims for harassment, retaliation, or employment discrimination up to the limits of such policy and for the purpose of enforcement of any ensuing award or judgment and shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of such policy; however, such endorsement or acknowledgement shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds such policy limits or three million dollars (\$3,000,000), whichever is greater. Nothing in this provision shall be interpreted to supersede any requirement in the Tribe's employment discrimination complaint ordinance that a claimant must exhaust administrative remedies as a prerequisite to arbitration.

(2) The standards shall be subject to enforcement pursuant to an employment discrimination complaint ordinance which shall be adopted by the Tribe prior to the effective date of this Compact and which shall continuously provide at least the following:

(A) That California law shall govern all claims of harassment, retaliation, or employment discrimination arising out of the claimant's employment in, in connection with, or relating to the operation of, the Gaming Operation, Gaming Facility or Gaming Activities; provided that California law governing punitive damages need not be a part of the ordinance. Nothing in this provision shall be construed as a submission of the Tribe to the jurisdiction of the California Department of Fair Employment and Housing

or the California Fair Employment and Housing Commission.

- (B) That a claimant shall have one hundred-eighty (180) days from the date that an alleged discriminatory act occurred to file a written notice with the Tribe that he or she has suffered prohibited harassment, retaliation, or employment discrimination.
- (C) That, in the exercise of its sovereignty, the Tribe expressly waives, and also waives its right to assert, sovereign immunity with respect to the dispute resolution processes expressly authorized in the employment discrimination complaint ordinance and this section 12.3, subdivision (f) relating to claims for harassment, retaliation, or employment discrimination, but only up to the greater of three million dollars (\$3,000,000) or the limits of the employment practices insurance policy referenced in subdivision (f)(1) above; provided, however, such waiver shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds three million dollars (\$3,000,000) or the insurance policy limits, whichever is greater.
- (D) The employment discrimination complaint ordinance shall allow for the claim to be resolved in the first instance, either in the Tribe's tribal court, or if the tribal court is not available, by a three (3)-member tribal claims commission pursuant to the terms and provisions in subdivision (c). The tribal claims commission shall consist of at least one (1) representative of the tribal government and at least one (1) commissioner who is not a member of the Tribe. There also shall be available a tribal court of appeal, which shall consist of an individual appointed by the tribal council who is knowledgeable of the laws prohibiting harassment, retaliation, or employment discrimination. The tribal court or tribal claims commission must afford the claimant with a dispute resolution process that

incorporates the essential elements of fairness and due process. No member of the tribal court, tribal claims commission, or tribal court of appeal may be employed by the Gaming Facility or the Gaming Operation. Resolution of the dispute before the tribal court, tribal claims commission, or tribal court of appeal shall be at no cost to the claimant (excluding claimant's attorney's fees). The adjudication, including any appeal, shall take place on the Tribe's Indian lands, or at another location within the County.

- (E) Discovery in the tribal courts or tribal claims commission proceedings shall be governed by tribal rules and procedures comparable to the rules set forth in section 1283.05 of the California Code of Civil Procedure.
- (F) Any employee entitled to adjudicate disputes in the tribal court or tribal claims commission who is dissatisfied with the result may, at his or her election, appeal the matter to the tribal court of appeal that shall be established by the Tribe. The costs associated with adjudication by the tribal court of appeal shall be borne by the Tribe, and each party will bear its own attorney's fees. If there is a conflict in the evidence and a reasonable fact-finder could have found for either party, the decision of the tribal court or tribal claims commission will not be overturned on appeal.
- (G) To effectuate its consent to the authority of the adjudicative bodies set forth in this section 12.3, subdivision (f), the Tribe shall, in the exercise of its sovereignty, expressly waive, and also waive its right to assert, sovereign immunity in connection with the jurisdiction of the tribal court, the tribal claims commission, and in any action in the tribal Court or tribal court of appeal to enforce an obligation provided in this section 12.3, subdivision (f), or to enforce or execute a judgment based upon the award.

- (3) The employment discrimination complaint ordinance required

under subdivision (f)(2) may require, as a prerequisite to invoking the dispute resolution processes expressly authorized in this section 12.3, subdivision (f), that the claimant exhaust the Tribe's administrative remedies, if any exist, in the form of a tribal employment discrimination complaint resolution process, for resolving the employment-related claim in accordance with the following standards:

- (A) Upon notice that the claimant alleges that he or she has suffered prohibited harassment, retaliation, or employment discrimination, the Tribe or its designee shall provide notice by personal service or certified mail, return receipt requested, that the claimant is required to proceed with the Tribe's employment discrimination complaint resolution process in the event that the claimant wishes to pursue his or her claim.
- (B) The claimant must bring his or her claim within one hundred eighty (180) days of receipt of the written notice (limitation period) of the Tribe's employment discrimination complaint resolution process as long as the notice thereof is served personally on the claimant or by certified mail with an executed return receipt by the claimant and the one hundred eighty (180)-day limitation period is prominently displayed on the front page of the notice.
- (C) Adjudication may be stayed until the completion of the Tribe's employment discrimination complaint resolution process or one hundred eighty (180) days from the date the claim was filed, whichever first occurs, unless the parties mutually agree upon a longer period.
- (D) The decision of the Tribe's employment discrimination complaint resolution process shall be in writing, shall be based on the facts surrounding the dispute, shall be a reasoned decision, and shall be rendered within one hundred eighty (180) days from the date the claim was filed, unless the parties mutually agree upon a longer period.

- (4) Within fourteen (14) days following notification that a claimant claims that he or she has suffered harassment, retaliation, or employment discrimination, the Tribe shall provide notice by personal service or certified mail, return receipt requested, that the claimant is required within the specified limitation period to first exhaust the Tribe's employment discrimination complaint resolution process, if any exists, and if dissatisfied with the resolution, is entitled to adjudicate his or her claim before the tribal court or tribal claims commission at no cost to the claimant (except for the claimant's attorney's fees).
- (5) In the event the Tribe fails to adopt the employment discrimination complaint ordinance specified in subdivision (f)(2), such failure shall constitute a breach of this Compact.
- (6) The Tribe shall provide written notice of the employment discrimination complaint ordinance and the procedures for bringing a complaint in its employee handbook. The Tribe also shall post and keep posted in prominent and accessible places in the Gaming Facility where notices to employees and applicants for employment are customarily posted, a notice setting forth the pertinent provisions of the employment discrimination complaint ordinance and information pertinent to the filing of a complaint.
- (g) Adopt and comply with standards that are no less stringent than State laws prohibiting a gambling enterprise from cashing any check drawn against a federal, state, county, or city fund, including but not limited to, Social Security, unemployment insurance, disability payments, or public assistance payments.
- (h) Adopt and comply with standards that are no less stringent than State laws, if any, prohibiting a gambling or other gaming enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages, for no charge or at reduced prices at a gambling establishment as an incentive or enticement.

- (i) Adopt and comply with standards that are no less stringent than State laws, if any, prohibiting extensions of credit.
- (j) Comply with provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. §§ 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to gambling establishments.
- (k) The Tribe agrees to adopt ordinances or implement policies no less stringent than (i) the minimum wage, maximum hour, child labor, and overtime standards set forth in the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207 and 212, subject to 29 U.S.C. §§ 213 and 214; (ii) the United States Department of Labor regulations implementing the foregoing sections of the Fair Labor Standards Act, appearing at 29 C.F.R. §§ 500 et seq.; (iii) the State's minimum wage law set forth in California Labor Code section 1182.12; and (iv) the State Department of Industrial Relations regulations implementing that Labor Code section, California Code of Regulations title 8, sections 11000 to 11170. Notwithstanding the foregoing, the State's minimum wage law and its implementing regulations shall not apply to tipped employees.

Sec. 12.4. Tribal Gaming Facility Standards Ordinance.

The Tribe shall adopt in the form of an ordinance, or ordinances, the standards described in subdivisions (a) through (k) of section 12.3 to which the Gaming Operation and Gaming Facility are held, and upon request, make available the ordinance(s) to the State Gaming Agency not later than thirty (30) days after the request is made. In the absence of a promulgated tribal standard in respect to a matter identified in those subdivisions, or the express adoption of an applicable federal and/or State statute or regulation, as the case may be, in respect of any such matter, the otherwise applicable federal and/or State statute or regulation shall be deemed to have been adopted by the Tribe as the applicable standard.

Sec. 12.5. Insurance Coverage and Claims.

- (a) The Tribe shall obtain and maintain commercial general liability insurance consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an A.M. Best rating

of A or higher which provides coverage of no less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility or Gaming Activities (Policy). To effectuate the insurance coverage, the Tribe expressly waives, and waives its right to assert, its sovereign immunity up to the greater of ten million dollars (\$10,000,000) or the limits of the Policy, in accordance with the tribal ordinance referenced in subdivision (b) below, in connection with any claim for bodily injury, personal injury, or property damage, arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including, but not limited to, injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility; provided, however, that nothing herein requires the Tribe to agree to liability for punitive damages or to waive its right to assert its sovereign immunity in connection therewith. The Policy shall acknowledge in writing that the Tribe has expressly waived, and waived its right to assert, sovereign immunity for the purpose of arbitration or adjudication of those claims up to the greater of ten million dollars (\$10,000,000) or the limits of the Policy referred to above and for the purpose of enforcement of any ensuing award or judgment and shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the Policy; however, such endorsement or acknowledgement shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds ten million dollars (\$10,000,000) or the Policy limits, whichever is greater.

- (b) The Tribe shall adopt, and at all times hereafter shall maintain in continuous force, an ordinance that provides for all of the following:
 - (1) The ordinance shall provide that the Tribe shall adopt as tribal law, provisions that are the same as California tort law to govern all claims of bodily injury, personal injury, or property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services

to the Gaming Facility, provided that California law governing punitive damages need not be a part of the ordinance. Further, the Tribe may include in the ordinance required by this subdivision a requirement that a person with claims for money damages against the Tribe file those claims within the time periods applicable for the filing of claims for money damages against public entities under California Government Code section 810 et seq. Under no circumstances shall there be any awards of attorney's fees or costs.

- (2) The ordinance shall also expressly provide for waiver of the Tribe's sovereign immunity and its right to assert sovereign immunity with respect to the arbitration or resolution of such claims in the Tribe's tribal court, or if the tribal court is not available, in the tribal claims commission, and in the tribal appellate court, or if the tribal appellate court is not available, in the JAMS Optional Arbitration Appeal Procedure, but only up to the greater of ten million dollars (\$10,000,000) or the limits of the Policy; provided, however, such waiver shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds ten million dollars (\$10,000,000) or the Policy limits, whichever is greater.
- (3) The ordinance shall allow for the claim to be resolved either in the Tribe's tribal court or, if the tribal court is not available, by a three (3)-member tribal claims commission pursuant to the terms and provisions in subdivision (c). The tribal claims commission shall consist of at least one (1) representative of the tribal government and at least one (1) commissioner who is not a member of the Tribe. No member of the tribal claims commission may be employed by the Gaming Facility or Gaming Operation. The tribal court or tribal claims commission must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process. No member of the tribal court or the tribal claims commission may be employed by the Gaming Facility or Gaming Operation. Resolution of the dispute before the tribal court or tribal claims commission shall be at no cost to the claimant (excluding claimant's attorney's fees).

- (4) The Tribe shall consent to tribal court or tribal claims commission jurisdiction to the extent of the limits of the Policy. Discovery in the tribal courts or tribal claims commission proceedings shall be governed by tribal rules and procedures comparable to the rules set forth in section 1283.05 of the California Code of Civil Procedure.
- (5) Any party dissatisfied with the award of the tribal court or claims commission may, invoke the jurisdiction of the tribal appellate court, or in the absence of a tribal appellate court, the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent), provided that if there is a tribal appellate court, the party making the election of JAMS must bear all costs and expenses of JAMS and the JAMS arbitrators associated with the JAMS Optional Arbitration Appeal Procedure, regardless of the outcome. The applicable JAMS Optional Arbitration Appeal Procedure, hereafter also known as the “JAMS appeal proceeding,” shall take place in Sonoma County, California, shall use one (1) arbitrator and shall not be a de novo review, but shall be based solely upon the record developed in the tribal court or tribal claims commission proceeding. The JAMS appeal proceeding shall review all determinations of the tribal court or tribal claims commission on matters of law, but shall not set aside any factual determinations of the tribal court or tribal claims commission if such determination is supported by substantial evidence. The JAMS appeal proceeding will review the decision of the tribal court or tribal claims commission under the substantial evidence standard. The JAMS Optional Arbitration Appeal Procedure arbitrator does not take new evidence but reviews the record of the decision below to make sure there is substantial evidence that reasonably supports that decision. The JAMS Optional Arbitration Appeal Procedure arbitrator’s appellate function is not to decide whether he or she would have reached the same factual conclusions but decide whether a reasonable fact-finder could have come to the same conclusion based on the facts in the record. If there is a conflict in the evidence and a reasonable fact-finder could have resolved the conflict either way, the decision of the tribal court or tribal claims commission will not be overturned on appeal. The

arbitrator shall have no authority to award attorney's fees, costs or arbitration fees, regardless of outcome.

- (6) To effectuate its consent to the tribal court system or tribal claims commission, and the JAMS Optional Arbitration Appeal Procedure in the ordinance, the Tribe shall, in the exercise of its sovereignty, expressly waive, and also waive its right to assert, sovereign immunity in connection with the jurisdiction of the tribal court, tribal claims commission, and JAMS Optional Arbitration Appeal Procedure, and in any suit to (i) enforce an obligation under this section 12.5, or (ii) enforce or execute a judgment based upon the award of the tribal court, tribal claims commission, or the JAMS Optional Arbitration Appeal Procedure arbitrator.
- (7) The ordinance may also require that the claimant first exhaust the Tribe's administrative remedies for resolving the claim (hereinafter the "Tribal Dispute Process") in accordance with the following standards: The claimant must bring his or her claim within one hundred eighty (180) days of receipt of written notice of the Tribal Dispute Process as long as notice thereof is served personally on the claimant or by certified mail with an executed return receipt by the claimant and the one hundred eighty (180)-day limitation period is prominently displayed on the front page of the notice. The ordinance may provide that any other dispute resolution process shall be stayed until the completion of the Tribal Dispute Process or one hundred eighty (180) days from the date the claim is filed in the Tribal Dispute Process, whichever first occurs, unless the parties mutually agree to a longer period.
- (c) Upon notice that a claimant claims to have suffered an injury or damage covered by this section, the Tribe shall provide notice by personal service or certified mail, return receipt requested, that the claimant is required within the specified limitation period to first exhaust the Tribal Dispute Process, if any, and if dissatisfied with the resolution, is entitled to the appeal process described in subdivision (b)(3) above.

- (d) In the event the Tribe fails to adopt the ordinance specified in subdivision (b), the tort law of the State of California, including applicable statutes of limitations, shall apply to all claims of bodily injury, personal injury, and property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility; and the Tribe shall be deemed to have expressly waived, and to have waived its right to assert, sovereign immunity up to the greater of ten million dollars (\$10,000,000) or the limits of the Policy in connection with the arbitration of any such claims, any court proceedings based on such arbitration, including the arbitral award resulting therefrom, and any ensuing judgments.
- (e) The Tribe shall not invoke on behalf of any employee or agent, the Tribe's sovereign immunity in connection with any claim for, or any judgment based on any claim for, intentional injury to persons or property committed by the employee or authorized agent, without regard to the Tribe's liability insurance limits. Nothing in this subdivision prevents the Tribe from invoking sovereign immunity on its own behalf or authorizes a claim against the Tribe or a tribally owned entity.
- (f) In the event the Tribe fails to adopt the ordinance specified in subdivision (b), such failure shall constitute a breach of this Compact.

Sec. 12.6. Participation in State Programs Related to Employment.

- (a) The Tribe agrees that it will participate in the State's workers' compensation program with respect to employees employed at the Gaming Operation and the Gaming Facility. The workers' compensation program includes, but is not limited to, State laws relating to the securing of payment of compensation through one or more insurers duly authorized to write workers' compensation insurance in this state or through self-insurance as permitted under the State's workers' compensation laws. If the Tribe participates in the State's workers' compensation program, it agrees that all disputes arising from the workers' compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the California

Labor Code and hereby consents to the jurisdiction of the Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement. The parties agree that independent contractors doing business with the Tribe are bound by all state workers' compensation laws and obligations.

- (b) In lieu of participating in the State's statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for Gaming Facility employees' work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, provision of up to ten thousand dollars (\$10,000) in medical treatment for an alleged injury until the date that liability for the claim is accepted or rejected, employee choice of physician (either after thirty (30) days from the date of the injury is reported or if a medical provider network has been established, within the medical provider network), quality and timely medical treatment provided comparable to the state's medical treatment utilization schedule, availability of an independent medical examination to resolve disagreements on appropriate treatment (by an Independent Medical Reviewer on the state's approved list, a Qualified Medical Evaluator on the state's approved list, or an Agreed Medical Examiner upon mutual agreement of the employer and employee), the right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits (including, but not limited to, temporary or permanent disability, death, supplemental job displacement and return to work supplement) comparable to those mandated for comparable employees under State law. Not later than thirty (30) days after the effective date of this Compact, the Tribe will advise the State of its election to participate in the State's workers' compensation system or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties agree that independent contractors doing business with the Tribe must comply with all state workers' compensation laws and obligations.
- (c) The Tribe agrees that it will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed

at the Gaming Operation or Gaming Facility, which participation shall include compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the state agencies charged with the enforcement of that code and of the courts of the State of California for purposes of enforcement.

- (d) As a matter of comity, with respect to persons, including nonresidents of California, employed at the Gaming Operation or Gaming Facility, the Tribe shall withhold all amounts due to the State as provided in the California Unemployment Insurance Code and, except for tribal members living on the Tribe's reservation, as provided in the California Revenue and Taxation Code and the regulations thereunder, as may be amended, and shall forward such amounts to the State. The Tribe shall file with the Franchise Tax Board a copy of any information return filed with the Secretary of the Treasury, as provided in the California Revenue and Taxation Code and the regulations thereunder, except those pertaining to tribal members living on the Tribe's reservation. For purposes of this subdivision, "reservation" refers to the Tribe's Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe by the United States, and "tribal members" refers to the enrolled members of the Tribe.
- (e) As a matter of comity, the Tribe shall recognize and enforce state and federal court judgments, and earnings withholding orders for taxes, support of a child, spouse or former spouse, in accordance with tribal law, provided that such law includes procedures for enforcement of all valid orders as they apply to any non-tribal member employed at the Gaming Operation or Gaming Facility.

Sec. 12.7. Emergency Services Accessibility.

The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

Sec. 12.8. Alcoholic Beverage Service.

The purchase, sale, and service of alcoholic beverages by or to patrons shall be subject to State alcoholic beverage laws.

Sec. 12.9. Possession of Firearms.

The possession of firearms by any person in the Gaming Facility is prohibited at all times, except for federal, state, or local law enforcement personnel, or tribal law enforcement or security personnel authorized by tribal law and federal or State law to possess firearms at the Gaming Facility.

Sec. 12.10. Labor Relations.

The Gaming Activities authorized by this Compact may only commence after the Tribe has adopted an ordinance identical to the Tribal Labor Relations Ordinance attached hereto as Appendix C, and the Gaming Activities may only continue as long as the Tribe maintains the ordinance. The Tribe shall provide written notice to the State that it has adopted the ordinance, along with a copy of the ordinance, on or before the effective date of this Compact.

SECTION 13.0. DISPUTE RESOLUTION PROVISIONS.

Sec. 13.1. Voluntary Resolution; Court Resolution.

In recognition of the government-to-government relationship of the Tribe and the State, the parties shall make their best efforts to resolve disputes that arise under this Compact by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the State shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Compact, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.

- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) days of receipt of the notice, unless both parties agree in writing to an extension of time.
- (c) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- (d) If the dispute is not resolved to the satisfaction of the parties after the first meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party shall be required to agree to submit to arbitration.
- (e) Disputes that are not otherwise resolved by arbitration or other mutually agreed means may be resolved in the United States District Court in the judicial district where the Tribe's Gaming Facility is located, or if the federal court lacks jurisdiction, in any state court of competent jurisdiction in or over the County. The disputes to be submitted to court action include, but are not limited to, claims of breach of this Compact, provided that the remedies expressly provided in section 13.4, subdivision (a)(ii) are the sole and exclusive remedies available to either party for issues arising out of this Compact, and supersede any remedies otherwise available, whether at law, tort, contract, or in equity and, notwithstanding any other provision of law or this Compact, neither the State nor the Tribe shall be liable for damages or attorney fees in any action based in whole or in part on issues arising out of this Compact, or based in whole or in part on the fact that the parties have either entered into this Compact, or have obligations under this Compact. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.
- (f) In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the State on the ground that the Tribe has failed to exhaust its State administrative remedies, and in no event may the State be precluded from pursuing any arbitration or judicial remedy against the Tribe on the ground that the State has failed to exhaust any tribal administrative remedies.

Sec. 13.2. Arbitration Rules for the Tribe and the State.

Arbitration between the Tribe and the State shall be conducted before a JAMS arbitrator in accordance with JAMS Comprehensive Arbitration. Discovery in the arbitration proceedings shall be governed by section 1283.05 of the California Code of Civil Procedure, provided that no discovery authorized by that section may be conducted without leave of the arbitrator. The parties shall equally bear the cost of JAMS and the JAMS arbitrator. Either party dissatisfied with the award of the arbitrator may at the party's election invoke the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent). In any JAMS arbitration under this section, the parties will bear their own attorney's fees. The arbitration shall take place within seventy-five (75) miles of the Gaming Facility, or as otherwise mutually agreed by the parties and the parties agree that either party may file a state or federal court action to (i) enforce the parties' obligation to arbitrate, (ii) confirm, correct, or vacate the arbitral award rendered in the arbitration in accordance with section 1285 et seq. of the California Code of Civil Procedure, or (iii) enforce or execute a judgment based upon the award. In any such action brought with respect to the arbitration award, the parties agree that venue is proper in any state court located within the County or in any federal court located in the Eastern District of California.

Sec. 13.3. No Waiver or Preclusion of Other Means of Dispute Resolution.

This section 13.0 may not be construed to waive, limit, or restrict any remedy to address issues not arising out of this Compact that is otherwise available to either party, nor may this section 13.0 be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of Compact dispute resolution, including, but not limited to, mediation.

Sec. 13.4. Limited Waiver of Sovereign Immunity.

- (a) For the purpose of actions or arbitrations based on disputes between the State and the Tribe that arise under this Compact and the enforcement of any judgment or award resulting therefrom, the State and the Tribe expressly waive their right to assert their sovereign immunity from suit and enforcement of any ensuing judgment or arbitral award and consent to the arbitrator's jurisdiction and further consent to be sued in federal or state court, as the case may be, provided that (i) the dispute is limited solely to issues arising under

this Compact, (ii) neither the Tribe nor the State makes any claim for restitution or monetary damages except that payment of any money expressly required by the terms of this Compact may be sought, and solely injunctive relief, specific performance (including enforcement of a provision of this Compact expressly requiring the payment of money to one or another of the parties), and declaratory relief (limited to a determination of the respective obligations of the parties under the Compact) may be sought, and (iii) nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State with respect to any third party that is made a party or intervenes as a party to the action.

- (b) In the event that intervention, joinder, or other participation by any additional party in any action between the State and the Tribe would result in the waiver of the Tribe's or the State's sovereign immunity as to that additional party, the waivers of either the Tribe or the State provided herein may be revoked, except where joinder is required as determined by the court, to preserve the court's jurisdiction, in which case the State and the Tribe may not revoke their waivers of sovereign immunity as to each other.
- (c) The waivers and consents to jurisdiction expressly provided for under this section 13.0 and elsewhere in the Compact shall extend to all arbitrations and civil actions expressly authorized by this Compact, including, but not limited to, actions to compel arbitration, any arbitration proceeding herein, any action to confirm, modify, or vacate any arbitral award or to enforce any judgment, and any appellate proceeding emanating from any such proceedings, whether in state or federal court.
- (d) Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party, whether in state statute or otherwise, including but not limited to Government Code section 98005.

SECTION 14.0. EFFECTIVE DATE AND TERM OF COMPACT.

Sec. 14.1. Effective Date.

This Compact shall not be effective unless and until all of the following have occurred:

- (a) The Compact is ratified in accordance with State law; and
- (b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. § 2710(d)(3)(B).

Sec. 14.2. Term of Compact; Termination.

- (a) Once effective, this Compact shall be in full force and effect for State law purposes for twenty-five (25) years following the effective date.
- (b) Subsequent to exhausting the section 13.0 dispute resolution provisions unless the circumstances are deemed to require immediate relief, either party may bring an action in federal court, after providing a thirty (30)-day written notice of an opportunity to cure any alleged breach of this Compact, for a declaration that the other party has materially breached this Compact or that a material part of this Compact has been invalidated. If the federal court rules that a party has materially breached this Compact, then the party found to have committed the breach shall have thirty (30) days after a final decision has been issued by the court after any appeals to cure the material breach. If the material breach is not cured within thirty (30) days, then in addition to the declaration of material breach and any equitable remedies explicitly identified in section 13.0 that may have been awarded, the non-breaching party may seek, in the same federal court action, termination of the Compact as a further judicially imposed remedy. The court may order termination based on a finding (i) that the respondent party has breached its Compact obligations, and (ii) that the respondent party failed to cure the material breach within the time allowed. In the event a federal court determines that it lacks jurisdiction over such an action, the action may be brought in the Superior Court for Sonoma County, and any finding that termination is warranted shall be effective thirty (30) days after issuance of the termination order by the federal district court or superior court, as the

case may be. The parties expressly waive, and also waive their right to assert, their sovereign immunity from suit for purposes of an action under this subdivision, subject to the waiver qualifications stated in section 13.4.

- (c) If this Compact does not take effect by November 1, 2018, it shall be deemed null and void unless the Tribe and the State agree in writing to extend the date.

SECTION 15.0. AMENDMENTS; RENEGOTIATIONS.

Sec. 15.1. Amendment by Agreement.

The terms and conditions of this Compact may be amended at any time by the mutual and written agreement of both parties during the term of this Compact set forth in section 14.2, provided that each party voluntarily consents to such negotiations, including the scope of such negotiations, in writing. Any amendments to this Compact shall be deemed to supersede, supplant and extinguish all previous understandings and agreements on the subject.

Sec. 15.2. Negotiations for a New Compact.

No sooner than eighteen (18) months before the termination date of this Compact set forth in section 14.2, either party may request the other party to enter into negotiations to extend the term of this Compact or to enter into a new Class III Gaming compact. If the parties have not agreed to extend the term of this Compact or have not entered into a new compact by the termination date in section 14.2, this Compact shall automatically be extended for one (1) year. If the parties are engaged in negotiations that both parties agree in writing is proceeding towards conclusion of a new or amended compact, this Compact shall automatically be extended for an additional two (2) years.

Sec. 15.3. Requests to Amend or to Negotiate a New Compact.

All requests to amend this Compact or to negotiate to extend the term of this Compact or to negotiate for a new Class III Gaming compact shall be in writing, addressed to the Tribal Chair or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets both the requirements of this section and section 15.1 for an amendment to this Compact, or the

requirements of this section and section 15.2 for a new Class III Gaming compact, and all parties agree in writing to negotiate, the parties shall confer promptly and determine within forty-five (45) days of the request a schedule for commencing negotiations, and both parties shall negotiate in good faith. The Tribal Chair and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 15.4. Entitlement to Renegotiate Compact.

Notwithstanding the foregoing sections 15.1 through 15.3, the State shall, within forty-five (45) days of the Tribe's written request, participate in good faith negotiations with the Tribe to amend its Compact where the stated basis for the Tribe's request is changed market conditions that materially and adversely affect the Tribe's Gaming Operation such that the Tribe no longer enjoys the benefits otherwise provided by this Compact and the Tribe's obligations under this Compact therefore become unduly onerous. The State's obligation to enter into negotiations shall not be triggered unless the Tribe provides information adequate to prove that its request meets the required basis for negotiations pursuant to this section.

SECTION 16.0. NOTICES.

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by first-class mail or facsimile transmission to the following addresses, or to such other address as either party may designate by written notice to the other:

Governor
Governor's Office
State Capitol
Sacramento, CA 95814

Tribal Chairperson
Dry Creek Rancheria Band of Pomo Indians
1550 Airport Blvd.
Santa Rosa, CA 95403

SECTION 17.0. CHANGES TO IGRA.

This Compact is intended to meet the requirements of IGRA as it reads on the effective date of this Compact, and, when reference is made to IGRA or to an implementing regulation thereof, the referenced provision is deemed to have been incorporated into this Compact as if set out in full. Subsequent changes to IGRA that diminish the rights of the State or the Tribe may not be applied retroactively to

alter the terms of this Compact, except to the extent that federal law validly mandates retroactive application without the State's or the Tribe's respective consent.

SECTION 18.0. MISCELLANEOUS.

Sec. 18.1. Third-Party Beneficiaries.

Notwithstanding any provision of law, this Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

Sec. 18.2. Complete Agreement.

This Compact, together with all appendices, sets forth the full and complete agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 18.3. Construction.

Neither the presence in another tribal-state Class III Gaming compact of language that is not included in this Compact, nor the absence in another tribal-state Class III Gaming compact of language that is present in this Compact shall be a factor in construing the terms of this Compact. In the event of a dispute between the parties as to the language of this Compact or the construction or meaning of any term hereof, this Compact will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Compact.

Sec. 18.4. Successor Provisions.

Wherever this Compact makes reference to a specific statutory provision, regulation, or set of rules, it also applies to the provision, or rules, as they may be amended from time to time, and any successor provision or set of rules.

Sec. 18.5. Ordinances and Regulations.

Whenever the Tribe adopts or materially amends any ordinance or regulations required to be adopted and/or maintained under this Compact, in addition to any other Compact obligations to provide a copy to others, the Tribe

shall provide a copy of such adopted or materially amended ordinance or regulations to the State Gaming Agency within thirty (30) days of the effective date of such ordinance or regulations.

Sec. 18.6. Calculation of Time.

In computing any period of time prescribed by this Compact, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday under the Tribe's laws, the State's law, or federal law. Unless otherwise specifically provided herein, the term "days" shall be construed as calendar days.

Sec. 18.7. Force Majeure.

In the event of a force majeure event, including but not limited to: an act of God; accident; fire; flood; earthquake; or other natural disaster; strike or other labor dispute; riot or civil commotion; act of public enemy; enactment of any rule; order or act of a government or governmental instrumentality; effects of an extended restriction of energy use; and other causes of a similar nature beyond the Tribe's control that causes the Tribe's Gaming Operation or Facility to be inoperable or operate at significantly less capacity; the parties agree to meet and confer for the purpose of discussing the event and appropriate actions, if any, given the circumstances.

Sec. 18.8. Representations.

- (a) The Tribe expressly represents that as of the date of the undersigned's execution of this Compact the undersigned has the authority to execute this Compact on behalf of the Tribe, including any waiver of sovereign immunity and the right to assert sovereign immunity therein, and will provide written proof of such authority and of the ratification of this Compact by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Compact by the undersigned.
- (b) The Tribe further represents that it is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii)


recognized by the Secretary of the Interior as possessing powers of self-government.

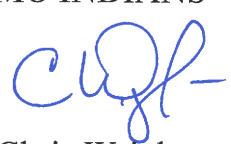
- (c) In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's aforesaid authority to execute this Compact or written proof of ratification by the Tribe's governing body, the Governor shall have the right to declare this Compact null and void.
- (d) This Compact shall not be presented to the California State Legislature for a ratification vote until the Tribe has provided the written proof required in subdivision (a) to the Governor.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Dry Creek Rancheria Band of Pomo Indians.

STATE OF CALIFORNIA

DRY CREEK RANCHERIA BAND OF
POMO INDIANS


By Edmund G. Brown Jr.
Governor of the State of California


By Chris Wright
Chairperson of the Dry Creek Rancheria
Band of Pomo Indians

Executed this 18th day of August,
2017, at Sacramento, California

Executed this 16th day of August,
2017, at Santa Rosa,
California

ATTEST:

Alex Padilla
Secretary of State, State of California

APPENDICES

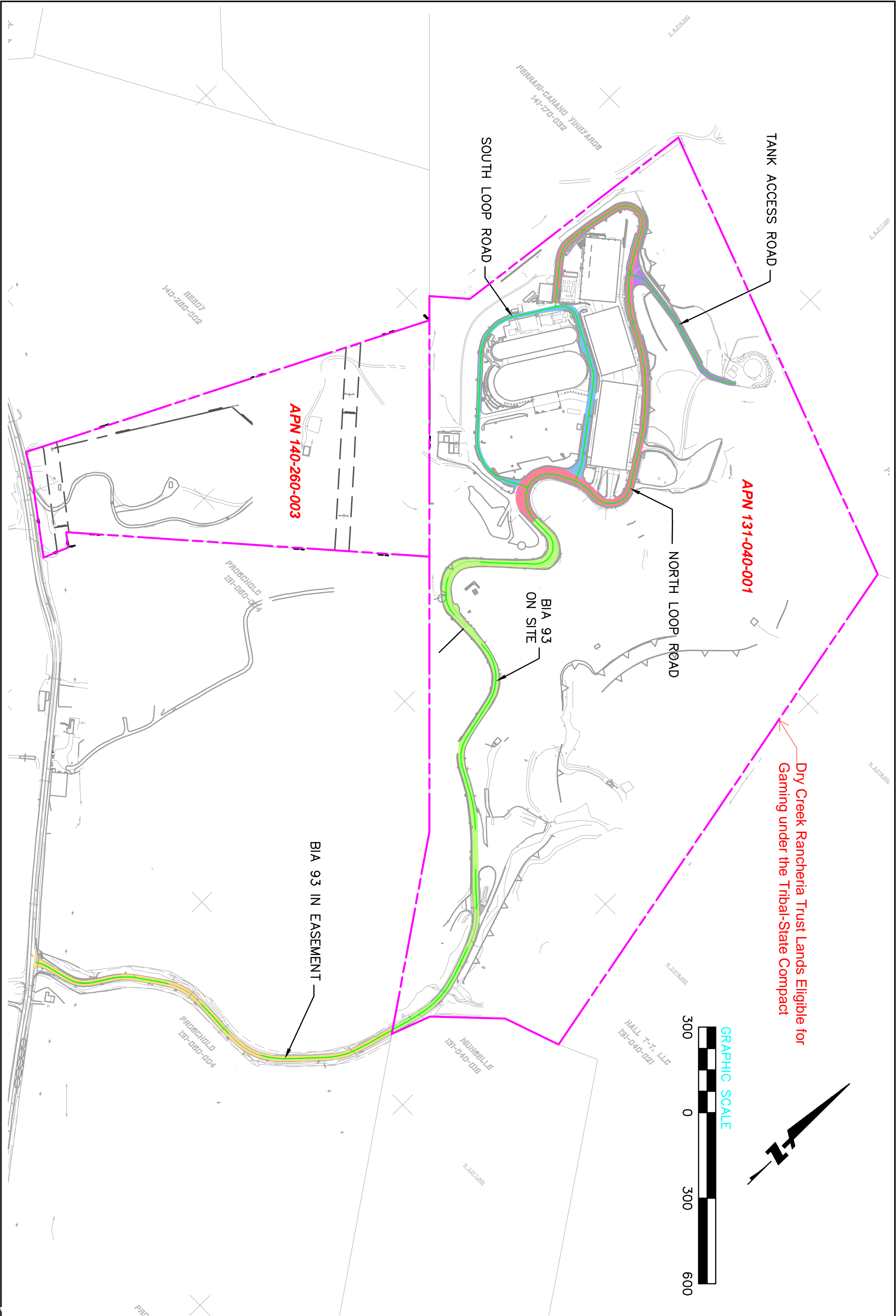
- A. Description and Map of the Dry Creek Rancheria Band of Pomo Indians' Rancheria
- B. Off-Reservation Environmental Impact Analysis Checklist
- C. Tribal Labor Relations Ordinance

APPENDIX A

Description and Map of Dry Creek Rancheria Band of Pomo Indians' Rancheria

The land referred to herein is situated in the County of Sonoma, State of California, and has the following parcel identifying numbers:

APN 131-040-001, APN 140-260-003.



Drawing Number: 1 of 1	Date: JUNE	No.	Revisions
	Scales: 1"=300'		
	Design: DN		
	Drawn: CT		
	Approved: JO		
	Job No: 20080236		

DRY CREEK RANCHERIA
BIA EXHIBITS
EXISTING ROADS

PROPERTY OF DRY CREEK RANCHERIA BAND OF POMO INDIANS - CONFIDENTIAL - NOT TO BE DISCLOSED



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

ENGINEERS / SURVEYORS / PLANNERS

© BKF ENGINEERS

APPENDIX B

Off-Reservation Environmental Impact Analysis Checklist

I. Aesthetics

Would the project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage off-reservation scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Create a new source of substantial light or glare, which would adversely affect day or nighttime views of historic buildings or views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. Agricultural and Forest Resources

Would the project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Involve changes in the existing environment, which, due to their location or nature, could result in conversion of off-reservation farmland to non-agricultural use or conversion of off-reservation forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. Air Quality

Would the project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
d) Expose off-reservation sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse impact, either directly or through habitat modifications, on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any off-reservation riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected off-reservation wetlands as defined by Section 404 of the Clean Water Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of an off-reservation historical or archeological resource?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Directly or indirectly destroy a unique off-reservation paleontological resource or site or unique off-reservation geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any off-reservation human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Expose off-reservation people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial off-reservation soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII. Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the off-reservation environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any off-reservation plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII. Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the off-reservation public or the off-reservation environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the off-reservation public or the off-reservation environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed off-reservation school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose off-reservation people or structures to a significant risk of loss, injury or death involving wildland fires.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IX. Water Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete off-reservation groundwater supplies or interfere substantially with groundwater recharge such that there should be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion of siltation off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Place within a 100-year flood hazard area structures, which would impede or redirect off-reservation flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
g) Expose off-reservation people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

X. Land Use

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with any off-reservation land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable habitat conservation plan or natural communities conservation plan covering off-reservation lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XI. Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known off-reservation mineral resource classified MRZ-2 by the State Geologist that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in the loss of availability of an off-reservation locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XII. Noise

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exposure of off-reservation persons to noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of off-reservation persons to excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
c) A substantial permanent increase in ambient noise levels in the off-reservation vicinity of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the off-reservation vicinity of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XIII. Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial off-reservation population growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XIV. Public Services

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered off-reservation governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the off-reservation public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XV. Recreation

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Increase the use of existing off-reservation neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVI. Transportation / Traffic

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the off-reservation circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated off-reservation roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards to an off-reservation design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access for off-reservation responders?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVII. Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exceed off-reservation wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant off-reservation environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant off-reservation environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in a determination by an off-reservation wastewater treatment provider (if applicable), which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XVIII. Cumulative Effects

Would the project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Have impacts that are individually limited, but cumulatively considerable off-reservation? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past, current, or probable future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX C

Tribal Labor Relations Ordinance

Section 1: Threshold of Applicability

- (a) If the Tribe employs 250 or more persons in a tribal casino and related facility, it shall adopt this Tribal Labor Relations Ordinance (TLRO or Ordinance). For purposes of this Ordinance, a “tribal casino” is one in which class III gaming is conducted pursuant to the tribal-state compact. A “related facility” is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.
- (b) Upon the request of a labor union or organization which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, the Tribal Gaming Commission shall certify the number of employees in a tribal casino or other related facility as defined in subsection (a) of this Section 1. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel, which is defined in Section 13 herein.

Section 2: Definition of Eligible Employees

- (a) The provisions of this ordinance shall apply to any person (hereinafter “Eligible Employee”) who is employed within a tribal casino in which class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the class III gaming operations, except for any of the following:
 - (1) any employee who is a supervisor, defined as any individual having authority, in the interest of the Tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

- (2) any employee of the Tribal Gaming Commission;
 - (3) any employee of the security or surveillance department, other than those who are responsible for the technical repair and maintenance of equipment;
 - (4) any cash operations employee who is a “cage” employee or money counter; or
 - (5) any dealer.
- (b) On [month] 1 of each year, the Tribal Gaming Commission shall certify the number of Eligible Employees employed by the Tribe to the administrator of the Tribal Labor Panel.

Section 3: Non-Interference with Regulatory or Security Activities

Operation of this Ordinance shall not interfere in any way with the duty of the Tribal Gaming Commission to regulate the gaming operation in accordance with the Tribe’s National Indian Gaming Commission- approved gaming ordinance. Furthermore, the exercise of rights hereunder shall in no way interfere with the tribal casino’s surveillance/security systems, or any other internal controls system designed to protect the integrity of the Tribe’s gaming operations. The Tribal Gaming Commission is specifically excluded from the definition of Eligible Employees.

Section 4: Eligible Employees Free to Engage in or Refrain From Concerted Activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5: Unfair Labor Practices for the Tribe

It shall be an unfair labor practice for the Tribe and/or employer or their agents:

- (a) to interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the Tribe and/or employer and a certified union from agreeing to union security or dues check off;
- (c) to discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Ordinance; or
- (d) after certification of the labor organization pursuant to Section 10, to refuse to bargain collectively with the representatives of Eligible Employees.

Section 6: Unfair Labor Practices for the Union

It shall be an unfair labor practice for a labor organization or its agents:

- (a) to interfere, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a primary or secondary boycott or a refusal in the course of his employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce or other terms and conditions of employment. This section does not apply to Section 11;
- (c) to force or require the Tribe and/or employer to recognize or bargain with a particular labor organization as the representative of Eligible

Employees if another labor organization has been certified as the representative of such Eligible Employees under the provisions of this TLRO;

- (d) to refuse to bargain collectively with the Tribe and/or employer, provided it is the representative of Eligible Employees subject to the provisions herein; or
- (e) to attempt to influence the outcome of a tribal governmental election, provided, however, that this section does not apply to tribal members.

Section 7: Tribe and Union Right to Free Speech

- (a) The Tribe's and union's expression of any view, argument or opinion or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of interference with, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.
- (b) The Tribe agrees that if a union first offers in writing that it and its local affiliates will comply with (b)(1) and (b)(2), the Tribe shall comply with the provisions of (c) and (d).
 - (1) For a period of three hundred sixty-five (365) days following delivery of a Notice of Intent to Organize (NOIO) to the Tribe:
 - (A) not engage in strikes, picketing, boycotts, attack websites, or other economic activity at or in relation to the tribal casino or related facility; and refrain from engaging in strike-related picketing on Indian lands as defined in 25 U.S.C. § 2703(4);
 - (B) not disparage the Tribe for purposes of organizing Eligible Employees;
 - (C) not attempt to influence the outcome of a tribal government election; and
 - (D) during the three hundred sixty-five (365) days after the Tribe received the NOIO, the Union must collect dated

and signed authorization cards pursuant to Section 10 herein and complete the secret ballot election also in Section 10 herein. Failure to complete the secret ballot election within the three hundred sixty five (365) days after the Tribe received the NOIO shall mean that the union shall not be permitted to deliver another NOIO for a period of two years (730 days).

- (2) Resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.
- (c) Upon receipt of a NOIO, the Tribe shall:
- (1) within two (2) days provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought-after bargaining unit and the Eligible Employees' last known addresses and telephone numbers and email addresses;
 - (2) for period of three hundred sixty-five (365) days thereafter, Tribe will not do any action nor make any statement that directly or indirectly states or implies any opposition by the Tribe to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent. This includes refraining from making derisive comments about unions; publishing or posting pamphlets, fliers, letters, posters or any other communication which could reasonably be interpreted as criticizing the union or advising Eligible Employees to vote "no" against the union. However, the Tribe shall be free at all times to fully inform Eligible Employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe; and
 - (3) resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.

- (d) The union's offer in subsection (b) of this Section 7 shall be deemed an offer to accept the entirety of this Ordinance as a bilateral contract between the Tribe and the union, and the Tribe agrees to accept such offer. By entering into such bilateral contract, the union and Tribe mutually waive any right to file any form of action or proceeding with the National Labor Relations Board for the three hundred sixty-five (365)-day period following the NOIO.
- (e) The Tribe shall mandate that any entity responsible for all or part of the operation of the casino and related facility shall assume the obligations of the Tribe under this Ordinance. If at the time of the management contract, the Tribe recognizes a labor organization as the representative of its employees, certified pursuant to this Ordinance, the labor organization will provide the contractor, upon request, the election officer's certification which constitutes evidence that the labor organization has been determined to be the majority representative of the Tribe's Eligible Employees.

Section 8: Access to Eligible Employees

- (a) Access shall be granted to the union for the purposes of organizing Eligible Employees, provided that such organizing activity shall not interfere with patronage of the casino or related facility or with the normal work routine of the Eligible Employees and shall be done on non-work time in non-work areas that are designated as employee break rooms or locker rooms that are not open to the public. The Tribe may require the union and or union organizers to be subject to the same licensing rules applied to individuals or entities with similar levels of access to the casino or related facility, provided that such licensing shall not be unreasonable, discriminatory, or designed to impede access.
- (b) The Tribe, in its discretion, may also designate additional voluntary access to the Union in such areas as employee parking lots and non-casino facilities located on tribal lands.
- (c) In determining whether organizing activities potentially interfere with normal tribal work routines, the union's activities shall not be permitted if the Tribal Labor Panel determines that they compromise the operation of the casino:

- (1) security and surveillance systems throughout the casino, and reservation;
 - (2) access limitations designed to ensure security;
 - (3) internal controls designed to ensure security; or
 - (4) other systems designed to protect the integrity of the Tribe's gaming operations, tribal property and/or safety of casino personnel, patrons, employees or tribal members, residents, guests or invitees.
- (d) The Tribe agrees to facilitate the dissemination of information from the union to Eligible Employees at the tribal casino by allowing posters, leaflets and other written materials to be posted in non-public employee break areas where the Tribe already posts announcements pertaining to Eligible Employees. Actual posting of such posters, notices, and other materials shall be by employees desiring to post such materials.

Section 9: Indian Preference Explicitly Permitted

Nothing herein shall preclude the Tribe from giving Indian preference in employment, promotion, seniority, lay-offs or retention to members of any federally recognized Indian tribe or shall in any way affect the Tribe's right to follow tribal law, ordinances, personnel policies or the Tribe's customs or traditions regarding Indian preference in employment, promotion, seniority, lay-offs or retention. Moreover, in the event of a conflict between tribal law, tribal ordinance or the Tribe's customs and traditions regarding Indian preference and this Ordinance, the tribal law, tribal ordinance, or the Tribe's customs and traditions shall govern.

Section 10: Secret Ballot Elections

- (a) The election officer shall be chosen within three (3) business days of notification by the labor organization to the Tribe of its intention to present authorization cards, and the same election officer shall preside thereafter for all proceedings under the request for recognition; provided, however, that if the election officer resigns, dies, or is

incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein. Dated and signed authorized cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the elections officer will result in a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within one (1) working day after the submission of authorization cards. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.

- (b) Upon the showing of interest to the election officer pursuant to subsection (a), within two (2) working days the Tribe shall provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought after bargaining unit and the Eligible Employees' last known addresses and telephone numbers and email addresses. Nothing herein shall preclude a Tribe from voluntarily providing an election eligibility list at an earlier point of a union organizing campaign with or without an election. The election shall be conducted by the election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. In the event either that a party refuses to enter into the consent election agreement or that the parties do not agree on the terms, the election officer shall issue an order that conforms to the terms of the form consent election agreement and shall have authority to decide any terms upon which the parties have not agreed, after giving the parties the opportunity to present their views in writing or in a telephonic conference call. The election officer shall be a member of the Tribal Labor Panel chosen in the same manner as a single arbitrator pursuant to the dispute resolution provisions herein at Section 13(b)(2). All questions concerning representation of the Tribe and/or Eligible Employees by a labor organization shall be resolved by the election officer.
- (c) The election officer shall certify the labor organization as the exclusive collective bargaining representative of a unit of employees if the labor organization has received the support of a majority of the

Eligible Employees in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for certification is fifty percent (50%) of the Eligible Employees plus one. If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or union, the election officer may order a re-run election. If the election officer determines that there was the commission of serious Unfair Labor Practices by the Tribe, or in the event the union made the offer provided for in Section 7(b) that the Tribe violated its obligations under Section 7(c), that interferes with the election process and precludes the holding of a fair election, and the labor organization is able to demonstrate that it had the support of a majority of the employees in the unit at any time before or during the course of the Tribe's misconduct, the election officer shall certify the labor organization as the exclusive bargaining representative.

- (d) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties, provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.
- (e) A union which loses an election and has exhausted all dispute remedies related to the election may not invoke any provisions of this ordinance at that particular casino or related facility until one (1) year after the election was lost.

Section 11: Collective Bargaining Impasse

- (a) Upon recognition, the Tribe and the union will negotiate in good faith for a collective bargaining agreement covering bargaining unit employees represented by the union.
- (b) Except where the union has made the written offer set forth in Section 7(b), if collective bargaining negotiations result in impasse, the union shall have the right to strike. Strike-related picketing shall not be conducted on Indian lands as defined in 25 U.S.C. § 2703(4).

- (c) Where the union makes the offer set forth in Section 7(b), if collective bargaining negotiations result in impasse, the matter shall be resolved as set forth in Section 13(c).

Section 12: Decertification of Bargaining Agent

- (a) The filing of a petition signed by thirty percent (30%) or more of the Eligible Employees in a bargaining unit seeking the decertification of a certified union, will result in a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within one (1) working day after the submission of authorization cards. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.
- (b) The election shall be conducted by an election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. The election officer shall be a member of the Tribal Labor Panel chosen in the same manner as a single arbitrator pursuant to the dispute resolution provisions herein at Section 13(b)(2). All questions concerning the decertification of the union shall be resolved by an election officer. The election officer shall be chosen upon notification to the Tribe and the union of the intent of the Eligible Employees to present a decertification petition, and the same election officer shall preside thereafter for all proceedings under the request for decertification; provided however that if the election officer resigns, dies or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.
- (c) The election officer shall order the labor organization decertified as the exclusive collective bargaining representative if a majority of the Eligible Employees support decertification of the labor organization in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for decertification is fifty percent (50%) of the Eligible Employees plus one (1). If the election officer determines that the election was conducted unfairly

due to misconduct by the Tribe and/or employer or the union the election officer may order a re-run election or dismiss the decertification petition.

- (d) A decertification proceeding may not begin until one (1) year after the certification of a labor union if there is no collective bargaining agreement. Where there is a collective bargaining agreement, a decertification petition may only be filed no more than ninety (90) days and no less than sixty (60) days prior to the expiration of a collective bargaining agreement. A decertification petition may be filed any time after the expiration of a collective bargaining agreement.
- (e) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel chosen in accordance with Section 13(c), provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.

Section 13: Binding Dispute Resolution Mechanism

- (a) All issues shall be resolved exclusively through the binding dispute resolution mechanisms herein.
- (b) The method of binding dispute resolution shall be a resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the parties which panel shall serve all tribes that have adopted this ordinance. The Tribal Labor Panel shall have authority to hire staff and take other actions necessary to conduct elections, determine units, determine scope of negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all other activities needed to fulfill its obligations under this Ordinance.
 - (1) Each member of the Tribal Labor Panel shall have relevant experience in federal labor law and/or federal Indian law with preference given to those with experience in both. Names of individuals may be provided by such sources as, but not limited to, Indian Dispute Services, Federal Mediation and Conciliation Service, and the American Academy of Arbitrators.

- (2) Unless either party objects, one (1) arbitrator from the Tribal Labor Panel will render a binding decision on the dispute under the Ordinance. If either party objects, the dispute will be decided by a three (3)-member panel, unless arbitrator scheduling conflicts prevent the arbitration from occurring within thirty (30) days of selection of the arbitrators, in which case a single arbitrator shall render a decision. If one (1) arbitrator will be rendering a decision, five (5) Tribal Labor Panel names shall be submitted to the parties and each party may strike no more than two (2) names. If the dispute will be decided by a three (3)-member panel, seven (7) Tribal Labor Panel names will be submitted and each party can strike no more than two (2) names. A coin toss shall determine which party may strike the first name. The arbitrator will generally follow the American Arbitration Association's procedural rules relating to labor dispute resolution. The arbitrator must render a written, binding decision that complies in all respects with the provisions of this Ordinance within thirty (30) days after a hearing.
- (c)
 - (1) Upon certification of a union in accordance with Section 10 of this Ordinance, the Tribe and union shall negotiate for a period of ninety (90) days after certification. If, at the conclusion of the ninety (90)-day period, no collective bargaining agreement is reached and either the union and/or the Tribe believes negotiations are at an impasse, at the request of either party, the matter shall be submitted to mediation with the Federal Mediation and Conciliation Service. The costs of mediation and conciliation shall be borne equally by the parties.
 - (2) Upon appointment, the mediator shall immediately schedule meetings at a time and location reasonably accessible to the parties. Mediation shall proceed for a period of thirty (30) days. Upon expiration of the thirty (30)-day period, if the parties do not resolve the issues to their mutual satisfaction, the mediator shall certify that the mediation process has been exhausted. Upon mutual agreement of the parties, the mediator may extend the mediation period.

- (3) Within twenty-one (21) days after the conclusion of mediation, the mediator shall file a report that resolves all of the issues between the parties and establishes the final terms of a collective bargaining agreement, including all issues subject to mediation and all issues resolved by the parties prior to the certification of the exhaustion of the mediation process. With respect to any issues in dispute between the parties, the report shall include the basis for the mediator's determination. The mediator's determination shall be supported by the record.
- (d) In resolving the issues in dispute, the mediator may consider those factors commonly considered in similar proceedings.
- (e) Either party may seek a motion to compel arbitration or a motion to confirm or vacate an arbitration award, under this Section 13, in the appropriate state superior court, unless a bilateral contract has been created in accordance with Section 7, in which case either party may proceed in federal court. The Tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of compelling arbitration or confirming or vacating an arbitration award issued pursuant to the Ordinance in the appropriate state superior court or in federal court. The parties are free to put at issue whether or not the arbitration award exceeds the authority of the Tribal Labor Panel.

Attachment 1

CONSENT ELECTION AGREEMENT PROCEDURES

Pursuant to the Tribal Labor Relations Ordinance adopted pursuant to section 12.10 of the compact, the undersigned parties hereby agree as follows:

1. Jurisdiction. Tribe is a federally recognized Indian tribal government subject to the Ordinance; and each employee organization named on the ballot is an employee organization within the meaning of the Ordinance; and the employees described in the voting unit are Eligible Employees within the meaning of the Ordinance.

2. Election. An election by secret ballot shall be held under the supervision of the elections officer among the Eligible Employees as defined in Section 2 of the Ordinance of the Tribe named above, and in the manner described below, to determine which employee organization, if any, shall be certified to represent such employees pursuant to the Ordinance.

3. Voter Eligibility. Unless otherwise indicated below, the eligible voters shall be all Eligible Employees who were employed on the eligibility cutoff date indicated below, and who are still employed on the date they cast their ballots in the election, i.e., the date the voted ballot is received by the elections officer. Eligible Employees who are ill, on vacation, on leave of absence or sabbatical, temporarily laid off, and employees who are in the military service of the United States shall be eligible to vote.

4. Voter Lists. The Tribe shall electronically file with the elections officer a list of eligible voters within two (2) business days after receipt of a Notice of Election.

5. Notice of Election. The elections officer shall serve Notices of Election on the Tribe and on each party to the election. The Notice shall contain a sample ballot, a description of the voting unit and information regarding the balloting process. Upon receipt, the Tribe shall post such Notice of Election conspicuously on all employee bulletin boards in each facility of the employer in which members of the voting unit are employed. Once a Notice of Election is posted, where the union has made the written offer set forth in Section 7(b) of the Tribal Labor Relations Ordinance, the Tribe shall continue to refrain from

publishing or posting pamphlets, fliers, letters, posters or any other communication which should be interpreted as criticism of the union or advises employees to vote “no” against the union. The Tribe shall be free at all times to fully inform employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe.

6. Challenges. The elections officer or an authorized agent of any party to the election may challenge, for good cause, the eligibility of a voter. Any challenges shall be made prior to the tally of the ballots.

7. Tally of Ballots. At the time and place indicated below, ballots shall be co-mingled and tabulated by the elections officer. Each party shall be allowed to station an authorized agent at the ballot count to verify the tally of ballots. At the conclusion of the counting, the elections officer shall serve a Tally of Ballots on each party.

8. Objections and Post-election Procedures. Objections to the conduct of the election may be filed with the elections officer within five (5) calendar days following the service of the Tally of Ballots. Service and proof of service is required.

9. Runoff Election. In the event a runoff election is necessary, it shall be conducted at the direction of the elections officer.

10. Wording on Ballot. The choices on the ballot shall appear in the wording and order enumerated below.

FIRST: [***]

SECOND: [***]

THIRD: [***]

11. Cutoff Date for Voter Eligibility: [***]

12. Description of the Balloting Process. A secret ballot election will take place within thirty (30) days after delivery of the voter list referenced in paragraph 4. The employer will determine the location or locations of the polling places for the election. There must be at least one (1) neutral location (such as a high school, senior center, or similar facility) which is not within the gaming facility and employees must also be afforded the option of voting by mail through procedures established by the elections officer. Such procedures must include provisions that

provide meaningful protection for each employee's ability to make an informed and voluntary individual choice on the issue of whether to accept or reject a union. Such procedures must also ensure that neither employer nor union representatives shall observe employees personally marking, signing, and placing their ballot in the envelope. Only voters, designated observers and the election officer or supporting staff can be present in the polling area. Neither employer nor union representatives may campaign in or near the polling area. If the election officer or supporting staff questions an employee's eligibility to vote in the election, the ballot will be placed in a sealed envelope until eligibility is determined. The box will be opened under the supervision of the election officer when voting is finished. Ballots submitted by mail must be received by the elections officer no later than the day of the election in order to be counted in the official tally of ballots.

13. Voter List Format and Filing Deadline: Not later than two (2) business days after receipt of the Notice of Election, the Tribe shall file with the elections officer, at [**address**], an alphabetical list of all eligible voters including their job titles, work locations and home addresses.

Copies of the list shall be served concurrently on the designated representative for the [***]; proof of service must be concurrently filed with elections officer.

In addition, the Tribe shall submit to the elections officer on or before [***], by electronic mail, a copy of the voter list in an Excel spreadsheet format, with columns labeled as follows: First Name, Last Name, Street Address, City, State, and Zip Code. Work locations and job titles need not be included in the electronic file. The file shall be sent to [***].

14. Notices of Election: Shall be posted by the Tribe no later than [***].

15. Date, Time and Location of Counting of Ballots: Beginning at [**time**] on [**date**], at the [**address**].

16. Each signatory to this Agreement hereby declares under penalty of perjury that s/he is a duly authorized agent empowered to enter into this Consent Election Agreement.

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

Date approved: _____

[**Author**]
Elections Officer

**AMENDMENT TO THE TRIBAL-STATE COMPACT
BETWEEN THE STATE OF CALIFORNIA AND THE
DRY CREEK RANCHERIA BAND OF POMO INDIANS**

The Dry Creek Rancheria Band of Pomo Indians (Tribe), a federally recognized Indian tribe, and the State of California (State) enter into this Amendment to the Tribal-State Compact Between the State of California and the Dry Creek Rancheria Band of Pomo Indians (Amendment), pursuant to the Indian Gaming Regulatory Act of 1988, 18 U.S.C. §§ 1166-1168, 25 U.S.C. §§ 2701-2721, and pursuant to section 15.1 of the Tribal-State Compact Between the State of California and the Dry Creek Rancheria Band of Pomo Indians, effective January 22, 2018 (2018 Compact).

PREAMBLE

WHEREAS, the Tribe and State agreed to terms for a tribal-state Class III Gaming compact that included a Tribal Labor Relations Ordinance that acknowledged the Tribe's interest in employing tribal members and excluded enrolled members of the Tribe from the numerical threshold at which the Tribe must enact the Tribal Labor Relations Ordinance;

WHEREAS, the executed 2018 Compact inadvertently omitted the language agreed to that exempted enrolled members of the Tribe for this purpose;

WHEREAS, the 2018 Compact has a section reference error in section 4.5, subdivision (c) and the State and the Tribe agree that it should be corrected;

WHEREAS, the language in section 6.4.3, subdivision (f) of the 2018 Compact resulted in unintended consequences that the Tribe and the State agree should be corrected;

WHEREAS, the 2018 Compact has errors in section 11.8, subdivision (f), and the State and the Tribe agree that the subdivision should be corrected;

WHEREAS, section 15.1 of the 2018 Compact provides that its terms may be amended at any time by mutual agreement of the parties, and the State

and the Tribe agreed to negotiate regarding technical amendments to the 2018 Compact to accurately reflect the agreement reached between the parties and to correct the unintended consequences of section 6.4.3, subdivision (f).

NOW, THEREFORE, the Tribe and the State agree as set forth herein:

Section 4.5, subdivision (c) of the 2018 Compact is repealed and replaced by the following:

- (c) Nothing in this section precludes the Tribe from invoking the dispute resolution provisions of section 13.0 to address the issue of whether any person or entity (other than an Indian tribe with an approved Class III Gaming compact) is engaging in the Gaming Activities specified in subdivisions (a) or (b) of section 3.1 of this Compact.

Section 6.4.3, subdivision (f) of the 2018 Compact is repealed and replaced by the following:

- (f) Notwithstanding subdivisions (b) and (c), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Tribe (defined for purposes of this subdivision as a person who is a member of the Tribe as determined by the Tribe's law), and if:
 - (1) The enrolled member of the Tribe holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; and
 - (2) The enrolled member of the Tribe is not an employee or agent of any other gaming operation; and
 - (3) Either subdivision (f)(3)(A) or (B) applies:
 - (A) The enrolled member was eligible for an exemption under section 6.4.4, subdivision (d) of the 1999 Compact, was granted a license by the Tribal Gaming Agency while the 1999 Compact was in effect, and the State Gaming Agency's denial of the

application is based solely on activities, conduct, or associations that antedate the Tribal Gaming Agency's first grant of a license to the tribal member pursuant to the 1999 Compact; or

- (B) The denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate by at least ten (10) years, the filing of the enrolled member of the Tribe's initial application to the State Gaming Agency for a determination of suitability.

Section 11.8, subdivision (f) of the 2018 Compact is repealed and replaced by the following:

- (f) The arbitral award will become the intergovernmental agreement with the County required under section 11.7.

Appendix C of the 2018 Compact is repealed and is replaced by the document attached hereto as Appendix C.

A new section 18.9 is hereby added as follows:

Sec. 18.9. Representations Concerning This Amendment.

- (a) The Tribe expressly represents that as of the date of the undersigned's execution of this Amendment, the undersigned had the authority to execute this Amendment on behalf of the Tribe, including any waiver of sovereign immunity and the right to assert sovereign immunity therein, and will provide written proof of that authority and of the ratification by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Amendment by the undersigned.
- (b) The Tribe further represents that it is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government.

- (c) In entering into this Amendment, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Amendment is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Amendment through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's aforesaid authority to execute this Amendment or written proof of ratification by the Tribe's governing body, the Governor shall have the right to declare this Amendment null and void.
- (d) This Amendment shall not be presented to the California State Legislature for a ratification vote until the Tribe has provided to the Governor the written proof required in subdivision (a) of this section.

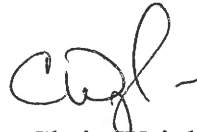
IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Dry Creek Rancheria Band of Pomo Indians.

STATE OF CALIFORNIA



By Edmund G. Brown Jr.
Governor of the State of California

DRY CREEK RANCHERIA BAND
OF POMO INDIANS



By Chris Wright
Chairperson of the Dry Creek
Rancheria Band of Pomo Indians

Executed this 1st day of August,
2018, at Sacramento, California

Executed this 30th day of
July, 2018, at
Santa Rosa, California

ATTEST:



Alex Padilla
Secretary of State, State of California



APPENDIX C

Tribal Labor Relations Ordinance

Section 1: Threshold of Applicability

- (a) If the Tribe employs 250 or more persons in a tribal casino and related facility, not including enrolled members of the Tribe, it shall adopt this Tribal Labor Relations Ordinance (TLRO or Ordinance). For purposes of this Ordinance, a “tribal casino” is one in which class III gaming is conducted pursuant to the tribal-state compact. A “related facility” is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.
- (b) Upon the request of a labor union or organization which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, the Tribal Gaming Commission shall certify the number of employees, not including enrolled members of the Tribe, in a tribal casino or other related facility as defined in subsection (a) of this Section 1. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel, which is defined in Section 13 herein.

Section 2: Definition of Eligible Employees

- (a) The provisions of this ordinance shall apply to any person (hereinafter “Eligible Employee”) who is employed within a tribal casino in which class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the class III gaming operations, except for any of the following:
 - (1) any employee who is a supervisor, defined as any individual having authority, in the interest of the Tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend

such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

- (2) any employee of the Tribal Gaming Commission;
 - (3) any employee of the security or surveillance department, other than those who are responsible for the technical repair and maintenance of equipment;
 - (4) any cash operations employee who is a “cage” employee or money counter; or
 - (5) any dealer.
- (b) On [month] 1 of each year, the Tribal Gaming Commission shall certify the number of Eligible Employees employed by the Tribe to the administrator of the Tribal Labor Panel.

Section 3: Non-Interference with Regulatory or Security Activities

Operation of this Ordinance shall not interfere in any way with the duty of the Tribal Gaming Commission to regulate the gaming operation in accordance with the Tribe’s National Indian Gaming Commission-approved gaming ordinance. Furthermore, the exercise of rights hereunder shall in no way interfere with the tribal casino’s surveillance/security systems, or any other internal controls system designed to protect the integrity of the Tribe’s gaming operations. The Tribal Gaming Commission is specifically excluded from the definition of Eligible Employees.

Section 4: Eligible Employees Free to Engage in or Refrain from Concerted Activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5: Unfair Labor Practices for the Tribe

It shall be an unfair labor practice for the Tribe and/or employer or their agents:

- (a) to interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the Tribe and/or employer and a certified union from agreeing to union security or dues check off;
- (c) to discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Ordinance; or
- (d) after certification of the labor organization pursuant to Section 10, to refuse to bargain collectively with the representatives of Eligible Employees.

Section 6: Unfair Labor Practices for the Union

It shall be an unfair labor practice for a labor organization or its agents:

- (a) to interfere, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a primary or secondary boycott or a refusal in the course of his employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce or other terms and conditions of employment. This section does not apply to Section 11;

- (c) to force or require the Tribe and/or employer to recognize or bargain with a particular labor organization as the representative of Eligible Employees if another labor organization has been certified as the representative of such Eligible Employees under the provisions of this TLRO;
- (d) to refuse to bargain collectively with the Tribe and/or employer, provided it is the representative of Eligible Employees subject to the provisions herein; or
- (e) to attempt to influence the outcome of a tribal governmental election, provided, however, that this section does not apply to tribal members.

Section 7: Tribe and Union Right to Free Speech

- (a) The Tribe's and union's expression of any view, argument or opinion or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of interference with, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.
- (b) The Tribe agrees that if a union first offers in writing that it and its local affiliates will comply with (b)(1) and (b)(2), the Tribe shall comply with the provisions of (c) and (d).
 - (1) For a period of three hundred sixty-five (365) days following delivery of a Notice of Intent to Organize (NOIO) to the Tribe:
 - (A) not engage in strikes, picketing, boycotts, attack websites, or other economic activity at or in relation to the tribal casino or related facility; and refrain from engaging in strike-related picketing on Indian lands as defined in 25 U.S.C. § 2703(4);
 - (B) not disparage the Tribe for purposes of organizing Eligible Employees;
 - (C) not attempt to influence the outcome of a tribal

government election; and

- (D) during the three hundred sixty-five (365) days after the Tribe received the NOIO, the Union must collect dated and signed authorization cards pursuant to Section 10 herein and complete the secret ballot election also in Section 10 herein. Failure to complete the secret ballot election within the three hundred sixty-five (365) days after the Tribe received the NOIO shall mean that the union shall not be permitted to deliver another NOIO for a period of two years (730 days).
- (2) Resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.
- (c) Upon receipt of a NOIO, the Tribe shall:
 - (1) within two (2) days provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought-after bargaining unit and the Eligible Employees' last known addresses and telephone numbers and email addresses;
 - (2) for period of three hundred sixty-five (365) days thereafter, Tribe will not do any action nor make any statement that directly or indirectly states or implies any opposition by the Tribe to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent. This includes refraining from making derisive comments about unions; publishing or posting pamphlets, fliers, letters, posters or any other communication which could reasonably be interpreted as criticizing the union or advising Eligible Employees to vote "no" against the union. However, the Tribe shall be free at all times to fully inform Eligible Employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe; and

- (3) resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.
- (d) The union's offer in subsection (b) of this Section 7 shall be deemed an offer to accept the entirety of this Ordinance as a bilateral contract between the Tribe and the union, and the Tribe agrees to accept such offer. By entering into such bilateral contract, the union and Tribe mutually waive any right to file any form of action or proceeding with the National Labor Relations Board for the three hundred sixty-five (365)-day period following the NOIO.
- (e) The Tribe shall mandate that any entity responsible for all or part of the operation of the casino and related facility shall assume the obligations of the Tribe under this Ordinance. If at the time of the management contract, the Tribe recognizes a labor organization as the representative of its employees, certified pursuant to this Ordinance, the labor organization will provide the contractor, upon request, the election officer's certification which constitutes evidence that the labor organization has been determined to be the majority representative of the Tribe's Eligible Employees.

Section 8: Access to Eligible Employees

- (a) Access shall be granted to the union for the purposes of organizing Eligible Employees, provided that such organizing activity shall not interfere with patronage of the casino or related facility or with the normal work routine of the Eligible Employees and shall be done on non-work time in non-work areas that are designated as employee break rooms or locker rooms that are not open to the public. The Tribe may require the union and or union organizers to be subject to the same licensing rules applied to individuals or entities with similar levels of access to the casino or related facility, provided that such licensing shall not be unreasonable, discriminatory, or designed to impede access.
- (b) The Tribe, in its discretion, may also designate additional voluntary access to the Union in such areas as employee parking lots and non-casino facilities located on tribal lands.

- (c) In determining whether organizing activities potentially interfere with normal tribal work routines, the union's activities shall not be permitted if the Tribal Labor Panel determines that they compromise the operation of the casino:
 - (1) security and surveillance systems throughout the casino, and reservation;
 - (2) access limitations designed to ensure security;
 - (3) internal controls designed to ensure security; or
 - (4) other systems designed to protect the integrity of the Tribe's gaming operations, tribal property and/or safety of casino personnel, patrons, employees or tribal members, residents, guests or invitees.
- (d) The Tribe agrees to facilitate the dissemination of information from the union to Eligible Employees at the tribal casino by allowing posters, leaflets and other written materials to be posted in non-public employee break areas where the Tribe already posts announcements pertaining to Eligible Employees. Actual posting of such posters, notices, and other materials shall be by employees desiring to post such materials.

Section 9: Indian Preference Explicitly Permitted

Nothing herein shall preclude the Tribe from giving Indian preference in employment, promotion, seniority, lay-offs or retention to members of any federally recognized Indian tribe or shall in any way affect the Tribe's right to follow tribal law, ordinances, personnel policies or the Tribe's customs or traditions regarding Indian preference in employment, promotion, seniority, lay-offs or retention. Moreover, in the event of a conflict between tribal law, tribal ordinance or the Tribe's customs and traditions regarding Indian preference and this Ordinance, the tribal law, tribal ordinance, or the Tribe's customs and traditions shall govern.

Section 10: Secret Ballot Elections

- (a) The election officer shall be chosen within three (3) business days of notification by the labor organization to the Tribe of its

intention to present authorization cards, and the same election officer shall preside thereafter for all proceedings under the request for recognition; provided, however, that if the election officer resigns, dies, or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein. Dated and signed authorized cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the elections officer will result in a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within one (1) working day after the submission of authorization cards. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.

- (b) Upon the showing of interest to the election officer pursuant to subsection (a), within two (2) working days the Tribe shall provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought after bargaining unit and the Eligible Employees' last known addresses and telephone numbers and email addresses. Nothing herein shall preclude a Tribe from voluntarily providing an election eligibility list at an earlier point of a union organizing campaign with or without an election.
- (c) The election shall be conducted by the election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. In the event either that a party refuses to enter into the consent election agreement or that the parties do not agree on the terms, the election officer shall issue an order that conforms to the terms of the form consent election agreement and shall have authority to decide any terms upon which the parties have not agreed, after giving the parties the opportunity to present their views in writing or in a telephonic conference call. The election officer shall be a member of the Tribal Labor Panel chosen in the same manner as a single arbitrator pursuant to the dispute resolution provisions herein at Section 13(b)(2). All questions concerning representation of the

Tribe and/or Eligible Employees by a labor organization shall be resolved by the election officer.

- (d) The election officer shall certify the labor organization as the exclusive collective bargaining representative of a unit of employees if the labor organization has received the support of a majority of the Eligible Employees in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for certification is fifty percent (50%) of the Eligible Employees plus one. If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or union, the election officer may order a re-run election. If the election officer determines that there was the commission of serious Unfair Labor Practices by the Tribe, or in the event the union made the offer provided for in Section 7(b) that the Tribe violated its obligations under Section 7(c), that interferes with the election process and precludes the holding of a fair election, and the labor organization is able to demonstrate that it had the support of a majority of the employees in the unit at any time before or during the course of the Tribe's misconduct, the election officer shall certify the labor organization as the exclusive bargaining representative.
- (e) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties, provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.
- (f) A union which loses an election and has exhausted all dispute remedies related to the election may not invoke any provisions of this ordinance at that particular casino or related facility until one (1) year after the election was lost.

Section 11: Bargaining Impasse

- (a) Upon recognition, the Tribe and the union will negotiate in good faith for a collective bargaining agreement covering bargaining unit employees represented by the union.
- (b) Except where the union has made the written offer set forth in Section 7(b), if collective bargaining negotiations result in impasse, the union shall have the right to strike. Strike-related picketing shall not be conducted on Indian lands as defined in 25 U.S.C. § 2703(4).
- (c) Where the union makes the offer set forth in Section 7(b), if collective bargaining negotiations result in impasse, the matter shall be resolved as set forth in Section 13(c).

Section 12: Decertification of Bargaining Agent

- (a) The filing of a petition signed by thirty percent (30%) or more of the Eligible Employees in a bargaining unit seeking the decertification of a certified union, will result in a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within one (1) working day after the submission of authorization cards. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.
- (b) The election shall be conducted by an election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. The election officer shall be a member of the Tribal Labor Panel chosen in the same manner as a single arbitrator pursuant to the dispute resolution provisions herein at Section 13(b)(2). All questions concerning the decertification of the union shall be resolved by an election officer. The election officer shall be chosen upon notification to the Tribe and the union of the intent of the Eligible Employees to present a decertification petition, and the same election officer shall preside thereafter for all proceedings under the request for decertification; provided however that if the

election officer resigns, dies or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.

- (c) The election officer shall order the labor organization decertified as the exclusive collective bargaining representative if a majority of the Eligible Employees support decertification of the labor organization in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for decertification is fifty percent (50%) of the Eligible Employees plus one (1). If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or the union the election officer may order a re-run election or dismiss the decertification petition.
- (d) A decertification proceeding may not begin until one (1) year after the certification of a labor union if there is no collective bargaining agreement. Where there is a collective bargaining agreement, a decertification petition may only be filed no more than ninety (90) days and no less than sixty (60) days prior to the expiration of a collective bargaining agreement. A decertification petition may be filed any time after the expiration of a collective bargaining agreement.
- (e) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel chosen in accordance with Section 13(c), provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.

Section 13: Binding Dispute Resolution Mechanism

- (a) All issues shall be resolved exclusively through the binding dispute resolution mechanisms herein.
- (b) The method of binding dispute resolution shall be a resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the parties which panel shall serve all tribes

that have adopted this ordinance. The Tribal Labor Panel shall have authority to hire staff and take other actions necessary to conduct elections, determine units, determine scope of negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all other activities needed to fulfill its obligations under this Ordinance.

- (1) Each member of the Tribal Labor Panel shall have relevant experience in federal labor law and/or federal Indian law with preference given to those with experience in both. Names of individuals may be provided by such sources as, but not limited to, Indian Dispute Services, Federal Mediation and Conciliation Service, and the American Academy of Arbitrators.
 - (2) One arbitrator from the Tribal Labor Panel will render a binding decision on the dispute under the Ordinance. Five (5) Tribal Labor Panel names shall be submitted to the parties and each party may strike no more than two (2) names. A coin toss shall determine which party may strike the first name. The arbitrator will generally follow the American Arbitration Association's procedural rules relating to labor dispute resolution. The arbitrator must render a written, binding decision that complies in all respects with the provisions of this Ordinance within thirty (30) days after a hearing.
- (C) (1) Upon certification of a union in accordance with Section 10 of this Ordinance, the Tribe and union shall negotiate for a period of ninety (90) days after certification. If, at the conclusion of the ninety (90)-day period, no collective bargaining agreement is reached and either the union and/or the Tribe believes negotiations are at an impasse, at the request of either party, the matter shall be submitted to mediation with the Federal Mediation and Conciliation Service. The costs of mediation and conciliation shall be borne equally by the parties.

- (2) Upon appointment, the mediator shall immediately schedule meetings at a time and location reasonably accessible to the parties. Mediation shall proceed for a period of thirty (30) days. Upon expiration of the thirty (30)-day period, if the parties do not resolve the issues to their mutual satisfaction, the mediator shall certify that the mediation process has been exhausted. Upon mutual agreement of the parties, the mediator may extend the mediation period.
- (3) Within twenty-one (21) days after the conclusion of mediation, the mediator shall file a report that resolves all of the issues between the parties and establishes the final terms of a collective bargaining agreement, including all issues subject to mediation and all issues resolved by the parties prior to the certification of the exhaustion of the mediation process. With respect to any issues in dispute between the parties, the report shall include the basis for the mediator's determination. The mediator's determination shall be supported by the record.
- (d) In resolving the issues in dispute, the mediator may consider those factors commonly considered in similar proceedings.
- (e) Either party may seek a motion to compel arbitration or a motion to confirm or vacate an arbitration award, under this Section 13, in the appropriate state superior court, unless a bilateral contract has been created in accordance with Section 7, in which case either party may proceed in federal court. The Tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of compelling arbitration or confirming or vacating an arbitration award issued pursuant to the Ordinance in the appropriate state superior court or in federal court. The parties are free to put at issue whether or not the arbitration award exceeds the authority of the Tribal Labor Panel.

Attachment 1

CONSENT ELECTION AGREEMENT PROCEDURES

Pursuant to the Tribal Labor Relations Ordinance adopted pursuant to section _____ of the compact, the undersigned parties hereby agree as follows:

1. Jurisdiction. Tribe is a federally recognized Indian tribal government subject to the Ordinance; and each employee organization named on the ballot is an employee organization within the meaning of the Ordinance; and the employees described in the voting unit are Eligible Employees within the meaning of the Ordinance.

2. Election. An election by secret ballot shall be held under the supervision of the elections officer among the Eligible Employees as defined in Section 2 of the Ordinance of the Tribe named above, and in the manner described below, to determine which employee organization, if any, shall be certified to represent such employees pursuant to the Ordinance.

3. Voter Eligibility. Unless otherwise indicated below, the eligible voters shall be all Eligible Employees who were employed on the eligibility cutoff date indicated below, and who are still employed on the date they cast their ballots in the election, i.e., the date the voted ballot is received by the elections officer. Eligible Employees who are ill, on vacation, on leave of absence or sabbatical, temporarily laid off, and employees who are in the military service of the United States shall be eligible to vote.

4. Voter Lists. The Tribe shall electronically file with the elections officer a list of eligible voters within two (2) business days after receipt of a Notice of Election.

5. Notice of Election. The elections officer shall serve Notices of Election on the Tribe and on each party to the election. The Notice shall contain a sample ballot, a description of the voting unit and information regarding the balloting process. Upon receipt, the Tribe shall post such Notice of Election conspicuously on all employee bulletin boards in each facility of the employer in which members of the voting unit are employed. Once a Notice of Election is posted, where the union has made the written offer set forth in Section 7(b) of the Tribal Labor Relations Ordinance, the Tribe shall

continue to refrain from publishing or posting pamphlets, fliers, letters, posters or any other communication which should be interpreted as criticism of the union or advises employees to vote “no” against the union. The Tribe shall be free at all times to fully inform employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe.

6. Challenges. The elections officer or an authorized agent of any party to the election may challenge, for good cause, the eligibility of a voter. Any challenges shall be made prior to the tally of the ballots.

7. Tally of Ballots. At the time and place indicated below, ballots shall be co-mingled and tabulated by the elections officer. Each party shall be allowed to station an authorized agent at the ballot count to verify the tally of ballots. At the conclusion of the counting, the elections officer shall serve a Tally of Ballots on each party.

8. Objections and Post-election Procedures. Objections to the conduct of the election may be filed with the elections officer within five (5) calendar days following the service of the Tally of Ballots. Service and proof of service is required.

9. Runoff Election. In the event a runoff election is necessary, it shall be conducted at the direction of the elections officer.

10. Wording on Ballot. The choices on the ballot shall appear in the wording and order enumerated below.

FIRST: [***]
SECOND: [***]
THIRD: [***]

11. Cutoff Date for Voter Eligibility: [***]

12. Description of the Balloting Process. A secret ballot election will take place within thirty (30) days after delivery of the voter list referenced in paragraph 4. The employer will determine the location or locations of the polling places for the election. There must be at least one (1) neutral location (such as a high school, senior center, or similar facility) which is not within the gaming facility and employees must also be afforded the option of voting by mail through procedures established by the elections officer. Such

procedures must include provisions that provide meaningful protection for each employee's ability to make an informed and voluntary individual choice on the issue of whether to accept or reject a union. Such procedures must also ensure that neither employer nor union representatives shall observe employees personally marking, signing, and placing their ballot in the envelope. Only voters, designated observers and the election officer or supporting staff can be present in the polling area. Neither employer nor union representatives may campaign in or near the polling area. If the election officer or supporting staff questions an employee's eligibility to vote in the election, the ballot will be placed in a sealed envelope until eligibility is determined. The box will be opened under the supervision of the election officer when voting is finished. Ballots submitted by mail must be received by the elections officer no later than the day of the election in order to be counted in the official tally of ballots.

13. Voter List Format and Filing Deadline: Not later than two (2) business days after receipt of the Notice of Election, the Tribe shall file with the elections officer, at [**address**], an alphabetical list of all eligible voters including their job titles, work locations and home addresses.

Copies of the list shall be served concurrently on the designated representative for the [***]; proof of service must be concurrently filed with elections officer.

In addition, the Tribe shall submit to the elections officer on or before [***], by electronic mail, a copy of the voter list in an Excel spreadsheet format, with columns labeled as follows: First Name, Last Name, Street Address, City, State, and Zip Code. Work locations and job titles need not be included in the electronic file. The file shall be sent to [***].

14. Notices of Election: Shall be posted by the Tribe no later than [***].

15. Date, Time and Location of Counting of Ballots: Beginning at [**time**] on [**date**], at the [**address**].

16. Each signatory to this Agreement hereby declares under penalty of perjury that s/he is a duly authorized agent empowered to enter into this Consent Election Agreement.

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

Date approved: _____

[**Author**]
Elections Officer

DRY CREEK GAMING FACILITY TORT LIABILITY ORDINANCE
As Amended September 22, 2018

1.0 Title

This Ordinance shall be known as the Dry Creek Gaming Facility Tort Liability Ordinance.

2.0 Statement of Purpose

This Ordinance is adopted by the Dry Creek Rancheria Band of Pomo Indians, a federally recognized Indian tribe ("Tribe"), pursuant to Section 12.5(b) of the Tribal-State Gaming Compact between the Tribe and the State of California ("Compact"). This Ordinance does not constitute a general waiver of Tribal sovereign immunity. This Ordinance shall be strictly construed to provide the exclusive process for the consideration and resolution of claims brought by persons alleging to have suffered injury arising from activities engaged in by the Tribe's Gaming Operation or its employees, and that occur at the Gaming Facility or in connection with the Tribe's Gaming Operation. This Ordinance covers only those Claims that would be considered actions in tort were they to arise under the laws of the State of California and which are susceptible of being covered by the Insurance Policy (as defined below). This Ordinance expressly preempts all other processes and remedies for alleged injuries within its scope, pursuant to the Compact, the Indian Gaming Regulatory Act, 25 U.S.C. §2701 et.seq., and other applicable law.

3.0 Definitions

Unless otherwise required by the context, the following words and phrases shall be defined as follows:

3.1 "Actual Damages" means the dollar value of the ascertainable loss of money or property sustained as a result of an injury covered under this Ordinance.

3.2 "Authority" means the River Rock Entertainment Authority, a governmental instrumentality of the Tribe.

3.3 "Authority Board" means the Board of Directors of the Authority.

3.4 "Award" means money damages determined to be payable in order to compensate for an injury recognized under this Ordinance, without regard to any deductible amount contained in the Insurance Policy.

3.5 "Board of Directors" means that body elected from the membership of the Tribe and consisting of officers, delegates, and others who take action and represent the Tribe as necessary to carry out the directions of the Tribal Council.

3.6 "Casino" means the River Rock Casino, a governmental economic development project of the Authority.

3.7 “Claim” means any claim permitted to be brought under this Ordinance by persons alleging to have suffered injury arising from activities engaged in by the Gaming Operation or its employees, and that occur at the Gaming Facility or in connection with the Tribe’s Gaming Operation, and limited hereunder to those claims that would be considered actions in tort were they to arise under the laws of the State of California and which are susceptible of being covered by the Insurance Policy.

3.8 “Claimant” means any person filing a Notice of Claim Form under Section 11.0 of this Ordinance.

3.9 “Claims Administrator” means the person appointed to administer all notices of claims filed under this Ordinance.

3.10 “Compact” means the Tribal-State Gaming Compact between the Tribe and the State of California executed on or about August 18, 2017 – Effective January 22, 2018.

3.11 “Employee” means a part or full-time employee or an agent, contractor or volunteer of the Gaming Operation, when acting during the course and within the scope of his or her employment or duties. This term includes officers and directors of the Gaming Operation when they are acting to fulfill their duties to the Gaming Operation. The term does not include agents or representatives of the United States or of the State of California or any of their political subdivisions.

3.12 “Gaming Commission” means the Dry Creek Gaming Commission.

3.13 “Gaming Facility” means any building, including but not limited to the Casino, in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the Gaming Operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including hotels, parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming Operation rather than providing them with an incidental benefit, provided that such area is covered by Insurance, as defined herein. Nothing herein shall be construed to apply in a manner that does not directly relate to the operation of Gaming Activities.

3.14 “Gaming Operation” means the Tribe’s governmental gaming project, including but not limited to the Casino, which offers and operates Class III gaming activities, whether exclusively or otherwise, and which project shares all aspects of the Tribe’s sovereign immunity.

3.15 “Injury” means death, harm to a person, or damage to or loss of property which, if inflicted by a person under California law or the Tribe’s laws, would constitute a tort that is expressly covered by the Insurance.

3.16 “Insurance” or “Insurance Policy” means only that valid and binding policy of liability insurance procured in connection with the Gaming Operation, with liability coverage and policy limits solely as described under Section 12.5(a) of the Compact.

3.17 “Notice of Claim Form” means the form furnished by the Claims Administrator and filed by the Claimant pursuant to Section 11.0 of this Ordinance.

3.18 “Tribal Claims Commission” means the three-member body formed to hear Claims pursuant to Section 13.0 of this Ordinance.

3.19 “Tribal Council” means the governing body of the Tribe, as set forth in the Tribe’s Articles of Association.

3.20 “Tribal Court” means any Tribal agency or entity serving as the judicial branch of the Tribe. In the event the Tribe establishes a Tribal Court, it shall take the place of the Tribal Claims Commission. The rules of the Tribal Court must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process.

3.21 “Tribal Dispute Resolution Process” means the process established in Sections 10.0 through 13.0 of this Ordinance and such other judicial processes or systems as the Tribe may establish.

3.22 “Tribe” means the Dry Creek Rancheria Band of Pomo Indians.

4.0 Effective Date of This Ordinance

This Ordinance, as amended, shall be deemed to have taken effect on the date on which the Tribal Council adopts it, and any subsequent amendments to this Ordinance shall become effective on the date such amendments are adopted by the Tribal Council, unless otherwise specified in such amendments.

5.0 Limited Waiver of Sovereign Immunity

5.1 The Tribe retains in full its sovereign immunity except to the extent that it is expressly and unequivocally waived by this Ordinance in full compliance with tribal law. Members of the Board of Directors, the Authority Board, the Gaming Commission, the Tribal Council, and all other Tribal and Casino officials, officers, employees, representatives, and agents are and each shall remain immune from suit for actions taken during the course and within the scope of their duties in their respective roles or in any official capacity.

5.2 Claims brought under this Ordinance shall be brought against the Gaming Operation and must be pursued solely through the Tribal Dispute Resolution Process outlined in this Ordinance. The Tribe does not waive its immunity or that of the Gaming Operation from suit in any state or federal court, or for any purpose, except as expressly provided herein.

5.3 Claims against the Gaming Operation may be brought under this Ordinance for injuries proximately caused by intentional or negligent acts or omissions arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including, but not limited to, injuries resulting from entry onto the Tribe’s land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility, and the Tribe waives its immunity to the limited extent necessary to permit the application and

enforcement of this Ordinance in respect of such Claims and any Award arising therefrom, in the Tribal Court, or if the Tribal Court is not available, in the Tribal Claims Commission, and in the Tribal Appellate Court, or if the Tribal Appellate Court is not available, in the JAMS Optional Arbitration Appeal Procedure, but only up to the greater of ten million dollars (\$10,000,000) or the limits of the Insurance Policy; provided, however, such waiver shall not be deemed to waive or otherwise limit the Tribe's sovereign immunity for any portion of the claim that exceeds ten million dollars (\$10,000,000) or the Insurance Policy limits, whichever is greater; and provided, however, that nothing herein requires the Tribe to agree to liability for punitive damages or to waive its right to assert its sovereign immunity in connection therewith; and provided further that (i) any such Claim must be pursued through the Tribal Dispute Resolution Process set forth herein, (ii) such Claim may be pursued only to the extent that such injuries are expressly and undisputedly covered by the Insurance Policy, and (iii) any Award or judgment rendered in favor of a Claimant shall be for Actual Damages only, and satisfied solely from proceeds of the Insurance, without regard to any deductible amount contained in the Insurance Policy, and not from assets of the Tribe, including but not limited to assets of the Authority or the Gaming Operations, except to the extent of the deductible, if any, which shall be satisfied solely from assets of the Gaming Operation.

5.4 The sovereign immunity of the Tribe and its Gaming Operation are not waived in any way with regard to any Claim that does not arise out of, or is not connected with activities engaged in by the Gaming Operation or its employees, and that does not occur at the Gaming Facility or in connection with the Gaming Operation. The burden of proof shall be on the Claimant to show that Claimant's purpose for entry onto tribal lands was lawful and arose solely for the purpose of patronizing the Gaming Facility.

5.5 The procedures and timelines set forth in this Ordinance are jurisdictional. The limited waiver of sovereign immunity set forth in this Ordinance shall not extend to Claims that do not strictly comply with the procedures and timelines set forth herein.

5.6 The Tribe is not liable for any injury proximately caused by an intentional or negligent act that was committed outside the course and scope of the employment and/or authority of an official, employee or agent of the Tribe or Gaming Operation whose negligence or intentional misconduct are alleged to have caused the injury.

5.7 Claims generally covered by Workers' Compensation shall not be considered pursuant to this Ordinance, and must be made under the Tribe's Workers' Compensation claims procedures.

6.0 Governing Law

All claims under this Ordinance shall be decided in a manner consistent with California tort law governing claims for bodily injury, personal injury, or property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility, except that any and all laws governing punitive damages shall not be applicable to any claim raised under this Ordinance. This provision does not constitute general consent to California

law, nor is it intended as a waiver of the Tribe's sovereign immunity from unconsented suit or legal process.

7.0 Exclusive Remedy

7.1 This Ordinance provides the exclusive process and forum for the consideration and resolution of Claims authorized by this Ordinance.

7.2 In the event an action seeking damages for an injury arising from the same incident is filed in another forum or venue during the pendency of a Claim pursuant to this Ordinance, the Notice of Claim Form filed pursuant to this Ordinance shall be considered to have been abandoned and shall not be eligible thereafter for an Award of any kind. This provision shall not be construed to confer any right to bring an action in any other forum, nor as acquiescence by the Tribe or the Gaming Operation to a Claim of jurisdiction by a court or agency of any other sovereign.

8.0 Limitation on Awards

8.1 No damages resulting from an intentional tort may be awarded in any Claim under this Ordinance unless expressly covered by the liability coverage and policy limits provided in the Insurance Policy.

8.2 No punitive or exemplary damages or attorneys' fees or costs may be awarded in any Claim under this Ordinance.

8.3 No Award for pain and suffering or mental anguish may be sought in any Claim under this Ordinance except where such Award does not exceed fifty percent (50%) of the Actual Damages sustained and the Award is expressly covered by the Insurance.

8.4 No Award for costs or expert witnesses shall be sought in any Claim under this Ordinance.

8.5 In no event shall an Award of damages under this Ordinance exceed ten million dollars (\$10,000,000), and then only to the extent that such damages are for injuries expressly and undisputedly covered by the Insurance Policy. No assets, other than those of the Insurance Policy, may be the subject of, or used to satisfy, an Award of damages under this Ordinance, and such Award shall be limited to only those proceeds actually available for paying Claims under the Insurance Policy.

8.6 The Tribe's insurer shall be directed to promptly and fairly settle all Claims it deems to be valid, within the liability coverages and policy limits of the Insurance Policy.

9.0 Extent of Liability

The maximum total amount of any Award under this Ordinance, including damages, court costs, interest, and any other costs, shall be an amount that is undisputedly in accordance with the terms and policy limits of the Insurance and the payment of which is covered and funded by such Insurance.

10.0 Exhaustion of Tribal Dispute Resolution Process

Claimant must first exhaust the Tribal Dispute Resolution Process for resolving a Claim. Claimant's failure to exhaust or to strictly comply with any aspect of the Tribal Dispute Resolution Process shall result in the forfeiture of Claimant's opportunity to pursue a Claim against the Gaming Operation. The Tribe does not waive its sovereign immunity in any forum or for any Claim that does not strictly comply with the requirements of the Tribal Dispute Resolution Process.

11.0 Filing of Claims

11.1 Claims brought under this Ordinance must be made in writing, on a Notice of Claim Form, and must be filed with the Claims Administrator. Any Notice of Claim Form must be filed as required herein not later than 180 days after the Claimant receives written notice of the Tribal Dispute Resolution Process.

11.2 Upon notice that a Claimant alleges to have suffered an injury or damage covered by this Ordinance, the Gaming Operation shall provide written notice by personal service or certified mail, return receipt requested (with signature restricted to the Claimant), that the Claimant is required to first exhaust the Tribal Dispute Resolution Process, and if dissatisfied with the outcome of the Tribal Dispute Resolution Process, is entitled to the appeal process described in this Ordinance. The Claimant must bring his or her Claim within one hundred eighty (180) days of receipt of written notice of the Tribal Dispute Resolution Process as long as notice thereof is served personally on the Claimant or by certified mail with an executed return receipt by the Claimant, and the one hundred eighty (180)-day limitation period is prominently displayed on the front page of the notice.

11.3 In order to file a Claim under this Ordinance, the Claimant's presence must have been lawful and arose solely for the purpose of patronizing the Gaming Facility. The burden of proof shall be on the Claimant to show that Claimant's presence was lawful.

11.4 A Notice of Claim Form must be filed by the Claimant or the Claimant's representative, or, if the Claim is one for death by negligent act or omission, by either the personal representative, the surviving spouse, or next of kin of the deceased Claimant.

11.5 A Notice of Claim Form must contain the following:

- (1) The Claimant's name and address, and the name and address of the Claimant's attorney, if applicable;
- (2) A concise statement of the Claim's factual basis, including the date, time, place, and circumstances of the act or omission that is the subject of the Claim;
- (3) The name of any Gaming Operation employee involved, if known;
- (4) A concise statement of the nature and the extent of the injury Claimed to have been suffered;
- (5) A statement of the amount of monetary damages requested; and

(6) A signature certifying, under penalty of perjury, the truth of all statements made and information given in the Notice of Claim to the best of the Claimant's knowledge, information and belief.

11.6 The Claims Administrator, the Gaming Commission, or any representative acting on their behalf, may request additional information at any time, including medical bills, reports, or other materials deemed necessary to evaluate or settle the Claim.

12.0 Claims Administrator Process

12.1 Within ten (10) days after receiving a Notice of Claim Form filed in compliance with Section 11.0 of this Ordinance, the Claims Administrator shall forward a copy of such Notice of Claim Form to the Gaming Commission and the Insurance provider.

12.2 Upon receipt of a Notice of Claim Form filed pursuant to Section 11.0 of this Ordinance, the Claims Administrator shall promptly begin to investigate the Claim to determine its validity and the amount of any legitimate damages, and shall attempt in good faith to resolve the dispute. The Claims Administrator shall duly notify the Insurance provider of any Claims reasonably valued by the Claims Administrator as potentially amounting to more than the deductible amount of the Insurance Policy. The Claims Administrator shall coordinate its investigation with appropriate Tribal entities and employees to ensure that all evidence and relevant facts are considered.

12.3 If the Claims Administrator determines that a Claimant has not complied with any of the requirements of Section 11.0 of this Ordinance, the Claims Administrator shall reject the Claim and shall provide notice of the rejection, and the reason therefor, to the Claimant. A Claimant may resubmit any Claim rejected pursuant to this paragraph, provided that the resubmitted Claim is correctly filed within 180 days after the Claimant receives written notice of the Tribal Dispute Resolution Process.

12.4 If the Claims Administrator is unable to resolve the Claim within ninety (90) days after receiving the Notice of Claim Form, the Claims Administrator may request the Gaming Commission to authorize additional time to resolve the Claim.

12.5 If, after investigation and review of the Claim, the Claims Administrator determines that the Claimed injury is not valid or does not fall within the scope of this Ordinance, the Claims Administrator shall deny the Claim. The Claims Administrator shall notify the Claimant in writing, with a copy to the Gaming Commission and the Insurance provider, of this determination and the basis on which the Claim was denied. The Claimant shall thereafter have the right to request that the Tribal Claims Commission assume jurisdiction of the matter pursuant to Section 13.0 of this Ordinance. Such request must be in writing, setting forth in detail the Claimant's specific reasons for requesting such jurisdiction. This request must be delivered to the Claims Administrator within thirty (30) days after receipt of the Claims Administrator's Claim denial. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Tribal Claims Commission and the Insurance provider.

12.6 If, after investigation and review of the validity of the Claim, the Claims Administrator determines that the Claimed injury is valid and falls within the scope of this Ordinance, the Claims Administrator shall have authority to award damages up to the deductible amount of the Insurance Policy, but said authority shall not exceed \$10,000 per Claim for any Award to a Claimant.

12.7 With the Gaming Commission's written concurrence, the Claims Administrator may request the Authority Board to authorize payment of damages of more than the deductible amount of the Insurance Policy to settle the Claim. The annual limit for such damage Awards for any Claimant shall be \$20,000, unless otherwise expressly provided by the Authority Board. Any settlement proposed by the Claims Administrator and approved by the Authority Board that exceeds the deductible amount of the Insurance Policy shall be contingent on, and shall require, the Insurance provider's written consent if required by the terms of said policy.

12.8 As a condition of settling any Claim, the Claimant shall execute a settlement and release of all Claims form.

12.9 If the Gaming Commission has granted the Claims Administrator's request for additional time pursuant to Section 12.4 above and, at the conclusion of the extension period granted thereby, the Claims Administrator remains unable or fails to resolve the Claim, the Claimant shall thereafter have the right to request that the Tribal Claims Commission assume jurisdiction of the matter pursuant to Section 13.0 of this Ordinance. Such request must be in writing, setting forth in detail the Claimant's specific reasons for rejecting the Claims Administrator's proposed resolution. This request shall be delivered to the Claims Administrator within thirty (30) days after receipt of the Claims Administrator's final proposed resolution, or the last day of the extension period if no such resolution is proposed. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Gaming Commission, the Tribal Claims Commission, and the Insurance provider.

13.0 Tribal Claims Commission Review Process

13.1 The Tribal Claims Commission shall consist of three (3) members. The Tribal Claims Commission shall consist of at least one (1) Commissioner who is a representative of the tribal government and at least one (1) Commissioner who is not a member of the Tribe. No member of the Tribal Claims Commission may be employed by the Gaming Facility or the Gaming Operation.

13.2 Within ten (10) days after receiving a Claimant's request filed in compliance with Section 12.0 of this Ordinance, the Gaming Commission shall send written notice to the Claimant stating that the Tribal Claims Commission has assumed jurisdiction over the matter.

13.3 The Tribal Claims Commission shall, within thirty (30) days after the date of the notice furnished in Section 13.2, send a second written notice to the Claimant setting a date, time and location for the Tribal Claims Commission to hear the Claim, the date of such hearing shall be not less than thirty (30) days after the date of such second notice. In the event the Claimant seeks to conduct pre-hearing discovery, such request must be noted in the request set forth in Section 12.0 of this Ordinance. The Tribal Claims Commission shall permit pre-hearing discovery

to the extent that it deems such discovery is reasonably necessary to ensure a fair and accurate presentation of relevant facts. Discovery shall be governed by tribal rules and procedures comparable to the rules set forth in section 1283.05 of the California Code of Civil Procedure.

13.4 The Tribal Claims Commission shall hear the Claim and, at its discretion, may accept evidence from the Claimant and/or the Gaming Operation.

13.5 The Tribal Claims Commission shall issue a written decision within sixty (60) days after the conclusion of a hearing on the matter.

13.6 The Tribal Claims Commission shall have authority to award damages up to the limits of the Insurance Policy. Any settlement proposed by the Tribal Claims Commission that exceeds the deductible amount of the Insurance Policy shall be contingent on, and shall require, the Insurance provider's written consent if required by the terms of said policy.

13.7 As a condition of settling any Claim, the Claimant shall execute a settlement and release of all Claims.

13.8 If the Award is issued against the Gaming Operation, every effort shall be made to satisfy the Award within sixty (60) days after the date the Award is issued. No Award is valid, however, that is not covered by the policy limits of the Insurance, or exceeds the limits set forth in this Ordinance.

14.0 Appeal Proceedings

14.1 Any party dissatisfied with the award of the Tribal Claims Commission may invoke the jurisdiction of the Tribal Appellate Court, or in the absence of a Tribal Appellate Court, the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent), provided that if there is a Tribal Appellate Court, the party making the election of JAMS must bear all costs and expenses of JAMS and the JAMS arbitrators associated with the JAMS Optional Arbitration Appeal Procedure, regardless of the outcome.

14.2 Any party seeking to invoke the jurisdiction of the Tribal Appellate Court, or in the absence of a Tribal Appellate Court, the JAMS Optional Arbitration Appeal Procedure, hereafter also known as the "JAMS appeal proceeding," shall do so by written request setting forth in detail the specific reasons for requesting such jurisdiction and rejecting the earlier decision. This request must be delivered to the Claims Administrator within thirty (30) days after receipt of the Tribal Claims Commission's decision. Within ten (10) days after receiving such a request, the Claims Administrator shall forward a copy to the Gaming Commission and the Insurance provider.

14.3 The applicable JAMS appeal proceeding shall take place in Sonoma County, California, shall use one (1) arbitrator and shall not be a de novo review, but shall be based solely upon the record developed in the Tribal Court or Tribal Claims Commission proceeding.

14.4 The JAMS appeal proceeding shall review all determinations of the Tribal Court or Tribal Claims Commission on matters of law, but shall not set aside any factual determinations of the Tribal Court or Tribal Claims Commission if such determination is supported by substantial

evidence. The JAMS appeal proceeding will review the decision of the Tribal Court or Tribal Claims Commission under the substantial evidence standard.

14.5 The JAMS appeal proceeding arbitrator does not take new evidence but reviews the record of the decision below to make sure there is substantial evidence that reasonably supports that decision. The JAMS appeal proceeding arbitrator's appellate function is not to decide whether he or she would have reached the same factual conclusions but decide whether a reasonable fact-finder could have come to the same conclusion based on the facts in the record. If there is a conflict in the evidence and a reasonable fact-finder could have resolved the conflict either way, the decision of the Tribal Court or Tribal Claims Commission will not be overturned on appeal.

14.6 The arbitrator shall have no authority to award attorney's fees, costs or arbitration fees, regardless of outcome.

15.0 Principles of Law Applicable to Determination of Claims

Any Claim brought under this Ordinance shall be determined first in accordance with tribal law. If no tribal law applies, then federal law shall apply. If no federal law applies, then, while not subject to state jurisdiction, Claims under this Ordinance may be determined generally in accordance with principles of law applicable to similar Claims arising under California state law to the extent they are consistent with tribal law as established by Articles of Association, ordinance, resolution, custom or tradition, and with federal law.

16.0 Attachment Prohibition

Neither execution nor attachment shall issue against the Gaming Operation, the Gaming Commission, or the Tribe in any Claim for injury or proceedings initiated under this Ordinance.

17.0 Other Ordinances

To the extent that this Ordinance is inconsistent with any other tribal law governing tort Claims against the Gaming Operation, the terms of this Ordinance shall govern. Notwithstanding the forgoing, in the event the Tribe establishes a judiciary branch of government and a judicial system by tribal resolution or ordinance, such judicial system and its civil rules and procedures shall replace the Tort Claims Commission provided in Section 13.0 of this Ordinance and the JAMS Optional Arbitration Appeal Procedure provided in Section 14.0 of this Ordinance in all matters after the judicial ordinance's effective date.

18.0 Availability of this Ordinance

This Ordinance shall be made available to Gaming Operation patrons both upon request and on either the Tribe's or the Casino's website. Upon receipt of a patron complaint regarding any alleged injury to person or property in connection with the Gaming Operation or its employees that allegedly occurred at the Gaming Facility or in connection with the Gaming Operation, employees of the Gaming Operation shall direct the patron to the Gaming Operation's Claims

Administrator. The Claims Administrator shall make a copy of this Ordinance available to any patron upon request.

19.0 Amendments

This Ordinance may be revised, amended or repealed from time to time by the Tribal Council consistent with the Compact as the Tribal Council shall deem appropriate. Regulations promulgated by the Gaming Commission under this Ordinance are subject to revision, repeal or amendment by the Gaming Commission.

20.0 Severability

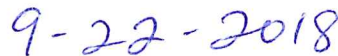
If any section of this Ordinance, or its application to any person or entity or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or entities or circumstances, shall not be affected and shall remain in full force and effect.

CERTIFICATION

The foregoing Dry Creek Gaming Facility Tort Liability Ordinance was presented at a Tribal Council Meeting held on September 22, 2018 and was approved with a quorum present and such Code has not been rescinded or amended in any way.



Chris Wright
Chairman



Date



Margie Rojas
Secretary/Treasurer



Date