



March 19, 2020

VIA FIRST CLASS MAIL AND E-MAIL

Leo J. Sisco, Chairman
Santa Rosa Rancheria Tachi Tribe
16835 Alkali Drive,
P.O. Box 8
Lemoore, CA 93245

Re: Santa Rosa Rancheria Tachi Tribe
Amended Gaming Ordinance

Dear Chairman Sisco:

This letter responds to your request for the National Indian Gaming Commission Chairman to review and approve an amended gaming ordinance. The Santa Rosa Rancheria Tribal Council amended the Nation's gaming ordinance on March 18, 2020 by Resolution 2020-252.

Thank you for bringing the amended ordinance to our attention and for providing us with a copy. The amended ordinance is approved as it is consistent with the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions, please contact Sharon M. Avery, Associate General Counsel at (202) 632-6955.

Sincerely,

A handwritten signature in blue ink that reads "E. Sequoyah Simermeyer".

E. Sequoyah Simermeyer
Chairman

Cc: Richard J. Armstrong, Attorney for Santa Rosa Rancheria Tachi Tribe

SANTA ROSA RANCHERIA TACHI TRIBE

A FEDERALLY RECOGNIZED TRIBE

Leo J. Sisco
Chairman

Robert Jeff II
Vice Chairman

Candida L. Cuara
Secretary

Dena Baga
Treasurer

Crystalgrace Ignacio/Patricia Lewis
Delegates

RESOLUTION NO. 2020-252

A RESOLUTION OF THE SANTA ROSA RANCHERIA TACHI TRIBE
ADOPTING THE AMENDED TITLE I OF THE TRIBAL GAMING ORDINANCE 1B
FOR SUBMISSION TO THE NIGC - REDACTED

- WHEREAS,** the Santa Rosa Rancheria Tachi Tribe ("Tribe") is a sovereign federally recognized tribe as established pursuant to the Articles of Community Organization of the Santa Rosa Indian Community, Santa Rosa Rancheria ("Articles of Community Organization"); and
- WHEREAS,** the Tribal Council of the Tribe is authorized by the Articles of Community Organization and Tribal Resolution No. 83-13, adopted on October 12, 1983 to act and exercise tribal authority on behalf of the Santa Rosa General Council; and
- WHEREAS,** the Tribal Council of the Santa Rosa General Council is entrusted with the preservation of cultural values and promotion of the general welfare of the Santa Rosa General Council; and
- WHEREAS,** the Tribe, with assistance of legal counsel, considered the comments, feedback and suggestions of the National Indian Gaming Commission ("NIGC") through the informal submission process prepared the Amended Title I of the Tribal Gaming Ordinance 1B ("Amended Tribal Gaming Ordinance"); and
- WHEREAS,** the General Council has reviewed, considered and approved the Amended Tribal Gaming Ordinance by verbal motion at a duly called meeting of the General Council on October 1, 2019, and
- WHEREAS,** the Tribal Council, consistent with the will and intent of the General Council, hereby adopts the Amended Tribal Gaming Ordinance 1B for further formal submission to the National Indian Gaming Commission ("NIGC") in accordance with the Indian Gaming Regulatory Act ("IGRA") and applicable NIGC Regulations.

NOW THEREFORE, BE IT RESOLVED, that the Tribal Council of the Santa Rosa Rancheria Tachi Tribe, assembled and with a quorum present, hereby adopts the Amended Tribal Gaming Ordinance 1B for further formal submission to the NIGC in accordance with IGRA.

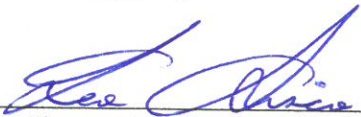
BE IT FURTHER RESOLVED, that the Tribal Chairman is authorized to execute all documents necessary to implement this Resolution.

BE IT FINALLY RESOLVED, that the actions taken by the Tribe's officers and personnel in connection with the matters addressed in this resolutions be, and hereby are, ratified, confirmed and adopted as actions of the Santa Rosa Rancheria Tachi Tribe.

CERTIFICATION

This is to certify that the foregoing Resolution was considered and adopted by the Tribal Council at a duly called meeting of the Tribal Council on the 18th day of March 2020, by a vote of 6 FOR, 0 AGAINST, and 0 ABSTENTIONS, pursuant to authority vested in the Tribal Council by the Articles of Community Organization and General Council Resolution 83-13.

Date this 18th day of March 2020,



Leo Sisco, Chairman

ATTEST:

Dated this 18th day of March 2020.



Candida L. Cuara, Secretary

**TRIBAL GAMING ORDINANCE
OF THE
SANTA ROSA RANCHERIA
TACHI-YOKUT TRIBE**

TITLE I

REGULATION OF CLASS II AND CLASS III GAMING

*A law to authorize, license and regulate the conduct of Class II and Class III Gaming
within the jurisdiction of the SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE.*

SECTION 1. FINDINGS, INTENT AND POLICY

1.1 Findings The SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE (“Tribe” or Tribal”) on behalf of the General Council finds that:

- 1.1.1 Tribal regulation and control of Gaming within the jurisdiction of the Tribe is essential for the protection of public health and welfare of the Tribe and visitors to the Tribal community.
- 1.1.2 The tribe has the legal authority to license and regulate any Gaming Activity within the jurisdiction of the Tribe.
- 1.1.3 Property licensed and regulated Gaming are in conformance with announced Federal policy promoting Indian self-government and Indian Tribal economic self-sufficiency.
- 1.1.4 It is essential that the Tribal Council regulate Gaming in a manner commensurate with applicable Federal, State of California (“State”) and Tribal law and policy.
- 1.1.5 The present needs of the Tribe are not adequately addressed by State and Federal programs including the need for increased employment, training, housing, health care, nutrition, educational opportunities, preservation of culture, social services and community and economic development.
- 1.1.6 Tribal operation and licensing of Gaming is a legitimate means of generating revenue to address the aforementioned needs and pursuing the Tribe’s goal of self-sufficiency and self-determination.
- 1.1.7 The State, in recognition of the Tribe’s sovereign right and need for Gaming, has entered into a Tribal/State Compact (“Compact”)

pursuant to the terms and conditions of the Indian Gaming Regulatory Act.

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

1.2 Intent The Tribal Council, on behalf of the Tribe, declares that the intent of this Code is to:

- 1.2.1 Regulate, control, and oversee Gaming within the jurisdiction of the Tribe.
- 1.2.2 State, declare and otherwise clarify that a License related to Gaming is a revocable privilege, not a right.
- 1.2.3 Ensure that the operation of Tribally regulated Gaming can continue as a means of generating Tribal revenue.
- 1.2.4 Ensure that Gaming is conducted fairly and honestly by both Licensees and players, and that it remain free from corrupt, incompetent, unconscionable and dishonest practices.
- 1.2.5 Encourage Tribal economic development and employment opportunities.
- 1.2.6 Ensure that all Gaming revenue is used for the benefit of the Tribe and its community.
- 1.2.7 Ensure that the Tribe provides a fair and impartial forum for the resolution of Gaming Disputes.
- 1.2.8 Ensure that Tribal Gaming laws are strictly and fairly enforces upon Persons involved in Gaming Activity within the jurisdiction of the Tribe.

1.3 Policy

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

- (1) To fund Tribal government operations or programs.
- (2) To provide for the general welfare of the Tribe and its members.

- (3) To promote Tribal economic development.
- (4) To donate to charitable organizations.
- (5) To help to fund operations of local government agencies.

- 1.3.2 Tribal Gaming Policy The establishment, promotion and operation of Gaming is necessary, provided that such Gaming is regulated and controlled by the Tribe pursuant to the Tribal/State Compact authorized by the Indian Gaming Regulatory Act, and that the revenues of such Gaming are used exclusively for the benefit of the Tribe.
- 1.3.3 Ownership of Gaming The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance, except as expressly provided in this Ordinance.
- 1.3.4 Tribal Class II Gaming Authorized Class II Gaming is authorized as defined in the IGRA, P.L. 100-447, 25 U.S.C. Section 2703 (7) (A) and by regulations promulgated by the NIGC.
- 1.3.5 Tribal Class III Gaming Authorized Class III Gaming is authorized and permitted only to the games identified pursuant to the Compact as approved by the Secretary of the Interior and played in accordance within the definitions and scope of the IGRA, P.L. 100-447, 25 U.S.C. Section 2703 (8) and by regulations promulgated by the NIGC.

SECTION 2. DEFINITIONS

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

- 2.1 **“Adjusted Gross Revenues”** means gross revenues less all cash prizes or the aggregate price of merchandise prizes, except in the case of the games of draw poker and stud poker. Regarding games of draw poker and stud poker, “adjusted gross revenues” means the time buy-ins or tournament fees collected by the Licensee.
- 2.2 **“Applicant”** means any Person or entity who has applied for a Licensee under the provisions of this Code.

- 2.3** “**Application**” means a request for the issuance of a License for employment by a gaming facility, or approval of any act or transaction for which approval is required or permitted under the provisions of this Code.
- 2.4** “**Association**” means an association of California tribal and state gaming regulators as established in the Compact
- 2.5** **Reserved**
- 2.6** “**Breakage**” means the remainder by which the amount payable on each dollar wagered exceeds a multiple of ten cents, and in a minus pool, five cents.
- 2.7** “**Capital Cost**” means any disbursement for Personal property, the useful life of which is expected to extend beyond one year.
- 2.8** “**Casino**” means an establishment in which several Gaming activities or enterprises are operated.
- 2.9** **Reserved**
- 2.10** “**Cheating**” means a Person’s operating or playing in any game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself or someone in privity with him an advantage over and above the chance of the game.
- 2.11** “**Class I Gaming**” means those Gaming activities as defined as Class I Gaming in the IGRA of 1988, P.L. 100-447, 25 U.S.C. Section 2703(6).
- “**Class II Gaming**” means those Gaming activities as defined as Class II Gaming in the IGRA of 1988, P.L. 100-447, 25 U.S.C. Section 2703(7).
- 2.12** “**Class III Gaming**” means those Gaming activities as defined as Class III Gaming in the IGRA of 1988, P.L. 100-447, 25 U.S.C. Section 2703(8).

- 2.13 “Code”** means this Tribal Gaming Ordinance of the Santa Rosa Rancheria Tachi-Yokut Tribe, as amended.
- 2.14 “Compact”** means a Class III Gaming compact between the Tribe and the State, as authorized by the Indian Gaming Regulatory Act.
- 2.15 “Compensation”** means all wages salaries, perks, bonuses and all other forms of enumeration for services rendered.
- 2.16 “Contract”** means any legally binding agreement made between a Licensee and another person for the purpose of conducting any form of lawful Gaming Activity or providing goods or services to any lawful Gaming Activity or operation.
- 2.17 “Council” or “Tribal Council”** means the governing body of the Tribe established through the inherent sovereign powers of the Tribe pursuant to Article VI of the Constitution, and Tribal Resolution 83-13.
- 2.18 “Determination of Suitability”** means a formal finding by the Tribal Commission or the State Gaming Agency that the Applicant or Licensee is suitable to obtain and/or maintain the License.
- 2.19 “Employee”** means any person who (a) operated, maintains, repairs, assists in any Gaming Activity, works in, or is in any way responsible for supervising such Gaming Activities or persons who conduct, operated, 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 Commission with access to confidential information, or (d) is a person whose employment duties require or authorize to areas of the gaming facility that are not open to the public.
- 2.20 “Enrolled Tribal Member”** means a Person who is enrolled with the Tribe, and whose name appears on the tribal membership roll.
- 2.21 “Enterprise”** means the economic entity that is licensed by the Tribal Commission, operated the games, receives the revenues, issues the prizes, and pays the expenses. A gaming enterprise may be operated by the Tribe or a Management Contractor.
- 2.22 “Exclusive License”** means a license, which precluded the Tribal Commission from issuing to another a license for the same specific form of Gaming during the life of the exclusive license. An applicant must demonstrate and the Tribal Commission must find that the issuance of an Exclusive License is in the economic interest and welfare of the Tribe.

- 2.23 “Games of Chance”** means any game or activity, which falls within the broad definition of Gaming or Gaming Activity.
- 2.24 “Gaming” or “Gaming Activity”** means any activity, operation or game of chance in which any valuable consideration may be wagered upon the outcome determined by chance, skill, speed, strength or endurance, and which any valuable prize is awarded to the player so wagering.
- 2.25 “Gaming Device”** means a slot machine, including an electronic, electromechanical, electrical, or video device that, for consideration permits: individual play with or against that device or the participation in any electronic, electromechanical, electrical, or video system to which that device is connected; the playing of games thereon or therewith, including, but not limited to, the playing of facsimiles of games of chance or skill; the possible delivery of, or entitlement by the player to, a prize or something of value as a result of the application of an element of chance; and a method for viewing the outcome, prize won, and other information regarding the playing of games thereon or therewith.
- 2.26 Reserved**
- 2.27 “Gaming Program”** means any Tribal program, which oversees one or more parts of the operation of Gaming. The Gaming Program must be licensed by the Tribal Commission.
- 2.28 “Gaming Vendor”** means the same as a “Gaming Resource Supplier” as defined by the Compact or any Person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases or otherwise purveys Class II or Class III Gaming resources to the gaming facility, provided that the Tribal Commission may interpret this definition to excluded a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection of Gaming. Gaming Vendors must be Licensed.
- 2.29 “General Manager”** means the Person or entity, which had management responsibilities for the Gaming Activity, and which shall have access to all areas of the gaming facility, provided that such access to the surveillance room and count room shall be by prior notice to the Tribal Commission.

- 2.30 “Gross Revenues”** means all gaming and non-gaming revenues collected or received from the lawful Gaming Enterprise.
- 2.31 “Immediate Family”** means, with respect to the Person under consideration, husband, wife, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.
- 2.32 “Indian Gaming Regulatory Act” or “IGRA”** means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. §§2701, *et seq.* (1988), as amended.
- 2.33 Reserved**
- 2.34 “In privity with”** means a relationship involving one who acts jointly with another or as an accessory before the fact to an act committed by the other or as a co-conspirator with the other.
- 2.35 “IRS”** means the United States Internal Revenue Service.
- 2.36 (*Reserved*)**
- 2.37 “Key Employee”** means:
- 2.37.1 A Person who performs one or more of the following functions:
- (1) Bingo caller;
 - (2) Counting room supervisor and Personnel;

- (3) Chief of security, or any Person who supervises or directs other employees engaged in providing security or surveillance services;
- (4) Custodian of Gaming supplies or cash;
- (5) Floor manager; manager or General Manager;
- (6) Pit boss;
- (7) Dealer;
- (8) Croupier;
- (9) Approver of creditor whose recommendation in this regard are ordinarily sought or followed; or
- (10) Custodian of gambling devices including Persons with access to cash and accounting records within such devices;

2.37.2 If not otherwise included, any other Person whose total cash compensation is in excess of \$50,000 per year; or

2.37.3 If not otherwise included, any other Person who supervises or directs other employees engaged in the control of Gaming assets and revenues and record keeping, including the recording of cash and evidences in indebtedness, and the maintenance, review, or control of the records, accounts, and reports of transactions; or

2.37.4 If not otherwise included, the four most highly compensated Persons in the gaming facility; or

2.37.5 Any Applicant or Person the Tribal Commission finds is important or necessary to the operation of the gaming facility.

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

2.39 “**Licensee**” means the Employee, Key Employee, Primary Management Official, Vendor, Enterprise or Facility that has legitimately obtained a valid License.

2.40 **Reserved**

- 2.41 “Management Contract”** means any Contract for the management of Class II or Class III Gaming within the meaning of IGRA and any Contract entered between the Tribe and a Vendor, which authorizes the Vendor to manage any Gaming or gaming facility, including any Contract defined as a Management Contract under IGRA by the NIGC.
- 2.42 “Management Contractor”** means any Person or entity who has entered into a Class II or Class III Gaming Management Contract or is a Vendor who is authorized to manage Gaming or gaming facility, including any Person who is regarded as a Management Contractor within the meaning of IGRA or the NIGC.
- 2.43 “National Indian Gaming Commission” or “NIGC”** means the National Indian Gaming Commission established by IGRA.
- 2.44 “Net Revenues”** means Gross Revenues less amounts paid out as prizes and less total Gaming related openings expenses, excluding Management Contractor fees.
- 2.45 “Net Win”** means the “net win” as defined by the American Institute of Certified Public Accountants.
- 2.46 “Participate”** in any Gaming means operating, directing, financing or in any way assisting in the establishment of or operation of any class of Gaming or any site at which such Gaming is being conducted, directly or indirectly, whether at the site in Person or off the reservation.
- 2.47 “Person”** means any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, political entity and any owner, director, officer or employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, the government of the Tribe, and governmental entity of the Tribe or any of the above listed forms of business entities that are wholly owned or operated by the Tribe; provided, however, that the term does not include the Federal Government and any agency thereof. The plural of “Person” is “people.”
- 2.48 “Player”** means a Person participating in a game with the hope of winning money or other benefit but does not include a Licensee or any assistant of a Licensee.

2.49 “Primary Management Official” means:

2.49.1 The Person having management responsibility for the overall operation of the Enterprise or Facility, or a management contract; or

2.49.2 Any Person who has authority to:

(1) Hire and fire employees; or

(2) Set up working policy for the Gaming Operation; or

2.49.3 The Chief Financial Officer or other Person who has financial management responsibility; or

2.49.4 Any other person designated by the Tribal Commission as a primary management official.

2.50 “Progressive Gaming” means any game in which a cash prize which, not being won by any player during any game, is retained and further monetarily enhanced by the Licensee or eligible organization and offered as a prize to players in the next game.

2.51 Reserved

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

2.53 Reserved

2.54 “State” means the State of California.

2.55 “State Gaming Agency” means the entity of the State pursuant to the Gambling Control Act, pursuant to Division 8 of the Business and Professions Code, Chapter 5, Sec. 19800 et. seq.

2.56 “Tribal Commission” means the Tribe’s Gaming Commission described in Section 4 of this Code.

2.57 “Tribal Court” means the Tribal Council of the Tribe until such time as a Tribal Court can be created.

2.58 “Tribe” means the Santa Rosa Rancheria Tachi-Yokut Tribe.

2.59 “Wager” means the initial bet made in any game.

SECTION 3. GENERAL PROVISIONS

3.1 Authority This Code is enacted pursuant to the inherent sovereign powers of the Tribe pursuant to Article VI of the Constitution, and the power delegated to the Tribal Council pursuant to Resolution 83-13.

3.2 Title, Repeal of Prior Laws, and Effect of Repeal This Code may be cited as the Santa Rosa Rancheria Tachi-Yokut Tribe Gaming Code or “Code”. The Code shall be appropriately inserted in the Tribal Constitution.

3.2.1 All titles, chapters and sections of the Tribal Code which pertain to Gaming and are in effect as of the date this Code becomes operative, are hereby repealed, and all other laws, or parts thereof, inconsistent with the provisions of this Code are hereby repealed.

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

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

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

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

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

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

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

3.5 Effective Date The Code shall become effective upon the date of its approval by the Chairman of the NIGC pursuant to the IGRA.

SECTION 4. TRIBAL GAMING COMMISSION

- 4.1 Establishment** The Tribal Council hereby charter, creates and establishes the Santa Rosa Rancheria Tachi-Yokut Tribal Gaming Commission as a governmental subdivision of the Tribe.
- 4.1.1 The Santa Rosa Rancheria Tachi-Yokut Tribal Gaming Commission shall be referred to throughout this Code as the “Tribal Commission”.
- 4.2 Location and Place of Business**
- 4.2.1 Gaming Facility The Tribal Commission shall maintain its headquarters, principal place of business and office within the gaming facility.
- 4.2.2 Other Locations The Tribal Commission may, however, with a majority vote from the Tribal Council, establish other places of business in such other locations as the Tribal Commission may from time to time determine to be in the best interest of the Tribe.
- 4.3 Duration** The Tribal Commission shall have perpetual existence and succession in its own name, unless dissolved by the Tribal Council pursuant to Tribal law.
- 4.4 Attributes** As a governmental subdivision of the Tribe, the Tribal Commission is under the directive and control of the Tribal Council, but it is the purpose and intent of the Tribal Council that the operations of the Tribal Commission be conducted on behalf of the Tribe for the sole benefit and interests of the Tribe, its members and the residents of the Reservations.
- 4.4.1 Arm of Tribe In carrying out its purposes under this Code, the Tribal Commission shall function as an arm of the Tribe.
- 4.4.2 Tribe Actions Notwithstanding any authority delegated to the Tribal Commission under this Code, the Tribe reserves to itself the right to bring suit against any Person or entity in its own right, on behalf of the Tribe or on behalf of the Tribal Commission, whenever the Tribe deems it necessary to protect the sovereignty, rights and interests of the Tribe or the Tribal Commission.
- 4.5 Recognition as a Political Subdivision of the Tribe** The Tribe, on behalf of the Tribal Commission, shall take all necessary steps to acquire recognition of the Tribal Commission as a political subdivision of the Tribe, recognized by all branches of the United States Government as

having been delegated the right to exercise one or more substantial governmental functions of the Tribe.

4.6 Sovereign Immunity of the Tribal Commission

- 4.6.1 Authority The Tribal Commission is clothed by the Federal and Tribal law with all the privileges and immunities of the Tribe, except as specifically limited by this Code, including sovereign immunity from suit in the State, Federal or Tribal Court.
- 4.6.2 No Waiver Nothing in this Code shall be deemed or construed to be a waiver of sovereign immunity of the Tribal Commission from suit, which shall only be waived pursuant to subsection 4.7 below.
- 4.6.3 No Consent to Jurisdiction Nothing in this Code shall be deemed or construed to be a consent of the Tribal Commission to the jurisdiction of the United States or of any state or of any other tribe with regard to the business or affairs of the Tribal Commission.

4.7 Waiver of Sovereign Immunity of the Tribal Commission Sovereign immunity of the Tribal Commission may be waived only by express resolutions of both the Tribal Commission and the Tribal Council after consultation with its attorneys.

- 4.7.1 Resolution Effecting Waiver All waivers of sovereign immunity must be preserved with the resolution of the Tribal Commission and the Tribal Council of continuing force and effect.
- 4.7.2 Policy on Waiver Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Tribal Commission.
- 4.7.3 Limited Nature to Waiver Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Tribal Commission subject thereto, court having jurisdiction pursuant thereto and law applicable thereto.
- 4.7.4 Limited Effect of Waiver Neither the power to sue and be sued provided in subsection 4.7 herein, nor any express waiver of sovereign immunity by resolution of the Tribal Commission, shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribal Commission other than property specifically pledged or assigned, or a consent to suit in respect of any land within the exterior boundaries of the

reservation or a consent to the alienation, attachment or encumbrance of any such land.

4.8 Sovereign Immunity of the Tribe All inherent sovereign rights of the Tribe as a Federally-recognized Indian Tribe, with respect to the existence and activities of the Tribal Commission, are hereby expressly reserved, including sovereign immunity from suit in any state, Federal or Tribal court. Nothing in this Code nor any action of the Tribal Commission shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe, or to be a consent of the tribe to the jurisdiction of the United States or any state or any other Tribe with regard to the business or affairs of the Tribal Commission or the Tribe, or to be a consent of the Tribe to cause of action, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe; or to be a consent to suit in respect to any land within the exterior boundaries of the reservation, or to be a consent to the alienation, attachment or encumbrance of any such land.

4.9 Credit to the Tribe Nothing in this Code nor any activity of the Tribal Commission shall implicate or any way involve the monetary credit of the Tribe.

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

4.11 Membership

4.11.1 Number of Commissioners The Tribal Commission shall be comprised of three (3) Tribal Gaming Commissioners.

4.11.2 Organization The Commission will consist of a Chairman and two (2) Commissioners.

(1) The Chairman shall direct Tribal Commission meetings and be the supervisor and responsible for day-to-day operations of the Tribal Commission.

(2) The Tribe designates the Tribal Commission Chairman as the agent for service of any official determination, order or notice of violation in accordance with 25 C.F.R. §§ 519.1, 522.2(g), 522.6(a).

- (3) The Tribal Commission shall keep minutes of meetings and provide a copy to the Tribal Council.

4.11.3 Qualifications for Tribal Commission Positions

- (1) Must be an Enrolled Tribal Member.
- (2) Tribal Commissioners must pass the scrutiny of a background check pursuant to 4.11.5 below.
- (3) Tribal Commissioners shall have expertise, experience, education or a combination thereof in the following areas: finance, management, legal, business, governmental regulations, and Tribal policy and law.
- (4) Tribal Commissioners shall be at least twenty-five (25) years of age.

4.11.4 Date of Appointment The Tribal Council shall appoint Tribal Commissioners at the General Council Meeting in the first week of each July.

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

- (1) Their prior activities, criminal record, if any, or reputation, habits or associations:
 - (i) Pose a threat to the public interest; or
 - (ii) Threaten the effective regulation and control of Gaming; or
 - (iii) Enhance the dangers if unsuitable, unfair, or illegal practices, methods, or activities in the conduct of Gaming; or
- (2) They have been convicted of or entered a plea of *nolo contendere* to a felony of any jurisdiction or to a misdemeanor involving dishonesty or moral turpitude in any jurisdiction; or

(3) They have a direct monetary or financial interest in the conduct of any Gaming Enterprise or is in privity with a Management Contractor; or

(4) They are presently a member of the Tribal Council.

4.12 Term of Office The first Tribal Commission shall be appointed as follows: the Chairman shall be appointed for three (3) years; two (2) Commissioners appointed for two (2) years, and two (2) Commissioners appointed for one (1) year. Upon the expiration of the first terms, each Commissioner thereafter shall be appointed for five (5) year staggered terms.

4.13 Ex-Officio Members At the direction of the Tribal Council, any member of the Tribal Council, Tribal or Bureau of Indian Affairs employee, or any other Person may be designated to participate, without vote, in Tribal Commission meetings.

4.14 Meetings

4.14.1 Regular Meetings The Tribal Commission shall meet formally no less than two (2) times per month. Notice of said meetings shall be submitted to the Tribal Council. Nothing in this Code shall prohibit the Commission from authorizing telephone and off-site meetings.

4.14.2 Special Meetings Special meetings may be called at the request of the Tribal Council or the Chairman of the Tribal Commission.

4.14.3 Quorum A quorum for all meetings shall consist of two (2) members.

4.14.4 Voting All questions arising in connection with the action of the Tribal Commission shall be decided by majority vote.

4.15 Compensation of Commissioner The compensation of Commissioners shall be established by the Tribal Council, and in accordance with any Tribal Council approved pay scale.

4.16 Removal of Members or Vacancies

4.16.1 Removal A Commissioner may be removed by the Council for the following reasons: serious inefficiency, neglect of duty, malfeasance, misfeasance, nonfeasance, misconduct in office, or for any conduct which threatens the honesty and integrity of the

Tribal Commission or otherwise violates the letter or intent of this Code.

4.16.2 Due Process Except as provided below, no Commissioner may be removed without notice and an opportunity for a hearing before the Council, and then only after the Commissioner has been given written notice of specific charges at least ten (10) days prior to such hearing. At any such hearing, the Commissioner shall have the opportunity to be heard in Person or by counsel and to present witnesses on his behalf.

4.16.3 Temporary Suspension If the Council determines that immediate suspension of a Commissioner is necessary to protect the interests of the Tribe, the Council may hold a hearing with the Commissioner to suspend the Commissioner temporarily, and the question of permanent removal shall be determined thereafter pursuant to Tribal Commission hearing procedures pursuant to 4.16.2 herein.

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

4.16.5 Removal Final The decision of the Tribal Council upon the removal of a Commissioner shall be final.

4.16.6 Vacancies If any Commissioner shall die, resign, be removed or for any reason be unable to serve as a Commissioner, the Council shall declare their position vacant and shall appoint another Person to fill the position within thirty (30) days of the vacancy. The terms of office of each Person appointed to replace an initial Commissioner shall be for the balance of any un-expired term for such position provided, however, that any prospective appointee must meet the qualifications established by this Code.

4.17 Conflict of Interest No Person shall serve as a Commissioner if they or any member of their Immediate Family has an ownership, partnership or other direct financial interest, other than a regular salary interest, in any Gaming Enterprise, or if they have any other Personal or legal relationship which places him/her in a conflict of interest.

4.18 Powers of the Tribal Commission In furtherance, but not in limitation, of the Tribal Commission's purposes and responsibilities, and subject to any restrictions contained in this Code or other applicable law, the Tribal Commission shall have, and is authorized to exercise by majority vote, the

following powers in additions to all powers already conferred by this Code:

- 4.18.1 To reasonably inspect and regulate all Gaming within the jurisdiction of the Tribe, provided that the Commission does not make Management decisions as to the day-to-day operations of the Gaming Enterprise.
- 4.18.2 To investigate any reported violations of this Code, the Compact, or any other applicable law regarding Gaming within the jurisdiction of the Tribe.
- 4.18.3 To act as liaison with the NIGC and the California Division of Gaming Control and Commission.
- 4.18.4 To publish and distribute copies of this Code and Tribal Commission rules and any Tribal Council, Tribal Commission or Tribal Court decisions regarding Gaming manners.
- 4.18.5 To prepare and submit for Tribal Council approval proposals, including budget and monetary proposals, which could enable the Tribe to better carry forth the policies and intent of this Code.
- 4.18.6 To work directly, and only with the Tribal Council with regard to any Gaming issues, including but not limited to working in good faith with any Memorandum of Understandings entered into with Tribal Council and Gaming Management.
- 4.18.7 To make or cause to be made reasonable inspections or investigations as it deems necessary to ensure compliance with this Code. In undertaking such investigations, the Tribal Commission may request the assistance of Tribal Gaming staff, Federal and local law enforcement officials, legal counsel and other third parties.
- 4.18.8 To request the assistance of the Tribal Court or Tribal Appellate Court, if and when established, in conducting Gaming hearings.
- 4.18.9 To arrange for training of Tribal Commission members and employees in areas relating to the regulation or operation of Gaming.
- 4.18.10 Upon prior explicit resolution and approval of the Tribal Council, to employ such advisors as it may deem necessary. Advisors may include, but not limited to, lawyers, accountants, law enforcement specialists and Gaming professionals.

- 4.18.11 To promulgate rules and regulations to implement and further the provisions of this Code; provided such rules or regulations are approved by Tribal Council resolution or ordinance.
- 4.18.12 To accept, review, approve or disapprove any Application for a License.
- 4.18.13 To consult with and make recommendations to the Tribal Council regarding changes in Tribal Gaming laws and policies.
- 4.18.14 To examine under oath, either orally or in writing, in hearings or otherwise any Person or agent, officer or employee of any Person, or any other witness with respect to any matters related to this Code, including enforcement of tribal Gaming laws, regulations, and policies, and to compel by subpoena the attendance of witnesses and the production of any books, records, and papers with respect thereto.
- 4.18.15 To make or cause to be made by its agents or employees, an examination or investigation of the place of business, equipment, facilities, tangible Personal property and the books, records, papers, vouchers, accounts, documents and financial statements of any Gaming operating, or suspected to be operating, within the jurisdiction of the Tribe.
- 4.18.16 To delegate to an individual member of the Tribal Commission, or to an individual member of the Tribal Council, or Tribal staff, such of its functions as may be necessary to administer these ordinance efficiently; provided, that the Tribal Commission may not re-delegate its power to exercise any of the substantial governmental functions of the Tribe or its power to promulgate rules and regulations; and provided further that that the Tribal Commission may not delegate to any Person the power to permanently revoke a License.
- 4.18.17 To issue fines and sanctions to the gaming facility if it is opening in violation of this Code and report significant violations of the Compact to: 1) the Gaming Management, 2) the Tribal Council and 3) the State Gaming Agency.
- 4.18.18 To sue or be sued in courts of competent jurisdiction within the United State and Canada, subject to Section 4.7 and 4.8 herein; provided, that no suit shall be brought by the Tribal Commission without the prior explicit written approval of the Tribal Council.

- 4.18.19 To use the seal of the Tribal Commission or the seal of the Tribe with the approval of the Tribal Council.
- 4.18.20 To compromise, negotiate or settle any dispute to which it is a party relating to the Tribal Commission's authorized activities.
- 4.18.21 To exercise the Tribal power to collect an administrative fee or tax, authorized by the Tribal Constitution in accordance with a Tribal Council resolution delegating such power to the Tribal Commission solely for the purpose of allowing it to charge administrative and License Application fees to Gaming License Applicants which are reasonably related to the costs of operating the Commission.
- 4.18.22 To purchase insurance from any stock or mutual company for any property or against any risk of hazard, as approved by the Tribal Council.
- 4.18.23 With prior approval of the Tribal Council, to make application and accept grants and other awards from private and governmental sources in carrying out or furthering the purposes of the Tribal Commission or the Tribe.
- 4.18.24 To establish and maintain such bank accounts as may be necessary or convenient.
- 4.18.25 To require the filing of any records, forms, and reports and all other information desired by the Tribal Council or required by this Code.
- 4.18.26 To provide for an internal system of record keeping with adequate safeguards for preserving confidentiality as deemed necessary by the Tribal Commission for retaining records, forms and reports at least three (3) years.
- 4.18.27 To adopt a schedule of fees to be charges for Licenses.
- 4.18.28 To adopt a schedule of fees for services rendered relating to transcripts and the furnishings or certifying of copies of proceedings, files, and records.
- 4.18.29 To conduct or arrange for background investigations of all Applicants.
- 4.18.30 To discipline any Licensee or Person participating in Gaming by ordering immediate compliance with this Code, and to issue an

order of temporary suspension of any License issued under this Code pursuant to the hearings and due process required by Section 4.23 herein.

4.18.31 To issue an order to temporary closure of a gaming facility in the event the Tribal Commission determines that immediate closure is necessary to protect assets or interests of the Tribe pursuant to the due process and hearings required by Section 4.23 herein.

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

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

4.18.34 To ask for the assistance of the State Gaming Agency to carry out the Class III provisions of this Code and to reimburse the State Gaming Agency for any costs that it occurs in the provision of this service.

4.18.35 To assist Management in taking all steps necessary an appropriate to insure the physical safety of all Tribal Gaming Enterprises, their Licensees, patrons and employees.

4.18.36 Notwithstanding any authority granted herein, the Tribal Commission shall endeavor to follow rules, regulations, standards, specification and procedures which are consistent with any applicable State Gaming Agency regulations pursuant to the Compact.

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

4.18.38 To formally resolve, negotiate or settle any patron dispute that is unsettled or unresolved by Management in accordance with this Code.

4.19 Annual Budget

The Tribal Commission shall prepare an annual operating budget for all Tribal Commission activities and present it to the Council by October 15 of each year.

4.20 Tribal Commission Regulations

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

- (1) The Minimum Internal Control Standards (“MICS”) as established by the Tribal Commission;
- (2) Interpretation and application of this Code, as may be necessary to enforce the Tribal Commission’s duties and exercise its powers;
- (3) A regulatory system for overseeing Gaming, including accounting, contracting, management and supervision;
- (4) The findings of any reports or other information required by or necessary to implement this Code; and
- (5) The conduct of inspections, investigations, hearings, enforcement actions and other powers of the Tribal Commission authorized by this Code.

4.20.2 No regulation of the Tribal Commission shall be of any force or effect unless it is adopted by the Tribal Commission by written resolution and subsequently approved by a resolution of the Tribal Council and both resolutions filed for the record in the office of the Tribal Secretary.

4.21 Right of Entrance; Bi-Monthly Inspection. The Tribal Commission and duly authorized officers and employees of the Tribal Commission, during regular business hours, may reasonably enter upon a premises of any Licensee or gaming facility for the purpose of making inspections and examining the accounts, books, papers and documents of any such gaming facility.

4.21.1 Aid to Entry The gaming facility staff shall facilitate such inspection or examinations by giving every reasonable aid to the Tribal Commission and to any properly authorized officer or employee.

4.21.2 Frequency of Inspection A Commissioner or a member of the Tribal Commission’s staff shall visit each Gaming Facility at least once every two weeks during normal business hours for the purpose of monitoring its operation. Such visits shall be unannounced.

4.22 Investigation The Tribal Commission, upon complaint or upon its own initiative or whenever it may deem it necessary in the performance of its duties or the exercise of its powers, may investigate and examine the operation and premises of any Person or Licensee within its jurisdiction. In conducting such investigation, the Tribal Commission shall make no order or final decisions without affording any affected party notice and hearing pursuant to Section 4.23.

4.23 Due Process; Notice; Hearings; Examiner The Tribal Commission shall provide due process and provide notice and a hearing if it is to utilize any of its enforcement capabilities in the administration of its powers and duties hereunder.

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

4.23.2 Notice of Hearing The Tribal Commission shall provide reasonable written notice setting forth, with specificity, the issues to be resolved.

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

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

4.23.5 Decision Upon closing a hearing conducted pursuant to this section, the Examiner shall render a written opinion and serve the decision upon the responding parties in a reasonable manner.

4.23.6 Appeals Affected parties may appeal a Tribal Commission determination by filing a written appeal to the Gaming Review Board within thirty (30) days of the Tribal Commission's or Examiner's final decision.

4.24 Appeals; Gaming Review Board

4.24.1 Establishment of Gaming Review Board The Gaming Review Board is hereby established pursuant to the authority in Section 3.1 for the sole purpose of reviewing appeals from Tribal Commission decisions, fines, sanctions or other enforcement actions.

4.24.2 Review Board The Gaming Review Board shall consist of three (3) members and the first Board shall be appointed by the Tribal Council by November 1, 2000 and as follows: one member shall be appointed for three (3) years; a member appointed for two (2) years; and a one member appointed for one (1) year. Upon the expiration of the first terms, each member thereafter shall be appointed for three (3) year staggered terms.

4.24.3 Vacancies Review Board Members can be removed can be removed only with cause by the Tribal Council. The Tribal Council shall replace vacancies within thirty (30) days for the remaining term of the vacancy.

4.24.4 Qualifications

- (1) Each Review Board Member shall have a minimum of a four (4) year college degree and eight (8) years' experience in the field of law, accounting, gaming management, or gaming regulation or an equivalent combination thereof.
- (2) Each Board Member shall be subject to the same background and Licensing standards as Commissioners pursuant to 4.11.5 herein.
- (3) Board Members or their Immediate Families may not be employed in any Gaming operation, may not hold elected Tribal office, any may not engage in any Gaming Activity with the Gaming Enterprise.

4.24.5 Compensation Board Members shall be paid at a stipend rate for each meeting the Board Members are required to attend. Board Members shall also be reimbursed for necessary travel expenses.

4.24.6 Meetings The Review Board shall meet no more than once per month, unless deemed necessary by the Tribal Council. Should additional meetings be necessary, the Board Members shall agree mutually on agreeable dates.

4.24.7 Review, and Hearings The Gaming Review Board shall review the Commission's decision within thirty (30) days from receiving the written appeal. The Review Board may, if it finds it necessary, request another hearing. The Gaming Review Board may only consider the administrative record as developed by the process provided in this Code. The Gaming Review Board may not conduct a de novo review.

4.24.8 Findings The Gaming Review Board shall issue a written determination within three (3) days from reviewing the Commission's decision, and either reverse or affirm the Commission's decision.

4.25 Quarterly Report of Tribal General Manager Reports. The Tribal Commission shall file a quarterly report to the Tribal Council summarizing reports received from each of the Tribe's Gaming Facilities and make such comments as it deems necessary to keep the Tribal Council fully informed as to the status of the Tribal Commission's activities.

SECTION 5. GAMING LICENSES

5.1 Applicability

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

5.1.2 Every Gaming Vendor that provides or receives, or is likely to provide or receive, at least Twenty-five Thousand Dollars in any twelve (12) month period from the Enterprise is required to have a current and valid License as issued by the Tribal Commission.

5.1.3 Every Person extending financing, directly or indirectly, to the Facility or Enterprise is required to have a current and valid License as issued by the Tribal Commission, provided that any Person extending the financing shall be licensed within Ninety (90) days of execution of such financing.

5.2 Application Procedure

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

- 5.2.2 Privacy Act and False Statement The following notices shall be placed on the Tribe's license application form for a key employee, primary management official and other licenses before it is filled out by an applicant:

(1) Privacy Act

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission 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) False Statement

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

- 5.2.3 Submission to State Gaming Agency The Applicant shall also submit an application for a Determination of Suitability along with required releases to the State Gaming Agency.
- 5.2.4 Application Contents At a minimum, and whether the information is relevant for the type of License applied for, the Application shall

contain the following information in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. §§ 522.2(h), 522.4(b)(5), 522.6(a), 556.4(a)(1)-(14):

- (1) Full name, other names used (oral or written), social security number, birth date, place of birth, citizenship, gender and all languages (spoken and/or written);
- (2) Current residential address, and if the Applicant has resided at their current address for less than five (5) years, their residential address(es) for the previous five (5) years;
- (3) Currently, and for the previous five (5) years; business and employment positions held, ownership interests in those businesses, business and residential addresses, and driver's license numbers;
- (4) The names and current addresses of at least three (3) personal references who are not related to the Applicant including one (1) personal reference who was acquainted with the applicant during each period of residence listed under paragraph (3) of this section;
- (5) Current business and residential telephone numbers, and all cell phone numbers and a list of the Applicant's previous jobs over the preceding five (5) years;
- (6) A description of any existing and previous business relationships with other tribes, including any ownership interests in those businesses;
- (7) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (8) The identity of any ownership interest in any other present or past business ventures;
- (9) A statement whether the Applicant or any member of their Immediate Family has a past or current financial interest in any Gaming-related enterprise anywhere;
- (10) The name, address and telephone number of the Licensee for whom he will work and the specific location at which he will be employed. A description of the job, task, or service the Applicant will provide;

- (11) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- (12) A list of all professional, occupational or business licenses the Applicant has ever applied for, whether or not they were granted such license;
- (13) The names and addresses of the Applicant's Immediate Family;
- (14) A complete disclosure of any pending or anticipated civil or criminal action against the Applicant;
- (15) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date of disposition, if any;
- (16) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date of disposition, if any;
- (17) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application, and is not otherwise listed pursuant to paragraphs (15) or (16) of this Section, the criminal charge, the name and address of the court involved, and the date of disposition, if any, including an explanation of any crimes for which a plea of nolo contendere is entered;
- (18) A disclosure of any pending or anticipated civil lawsuits in which the Applicant is a named defendant or in which a judgment has ever been rendered against the Applicant;
- (19) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (20) A photograph;

- (21) Written permission giving the Tribal Commission, State Gaming Agency and NIGC or its designees the right to the Applicant's background, including his criminal record;
- (22) A sworn statement that if the License applied for is issued, the Applicant will submit to the jurisdiction of the Tribe and the Tribal Court;
- (23) A sworn statement that the Applicant will abide by all applicable Tribal and Federal laws, regulations and policies;
- (24) A written statement that the information contained in the Application is true and correct to the best of Applicant's knowledge;
- (25) Any other information that the Tribal Commission deems appropriate; and
- (26) Fingerprints obtained in accordance with procedures adopted by the Tribal Commission.

5.2.5 Business Entities In addition to the relevant information requested in 5.2.4, business entities shall also submit the following:

- (1) Each of its officers and directors;
- (2) Each of its principle management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager.
- (3) Each of its owners or partners, if an unincorporated business;
- (4) Each of its shareholders who own more than 10 percent of the shares of the corporation; and
- (5) Each person or entity that, alone or in combination with others, has provided financing in connection with Gaming authorized under this Code.

5.3 Background Investigations and Review of License Applications The Tribal Commission shall thoroughly review and conduct a background investigation for each Tribal Gaming License Application sufficient to make a determination of eligibility as required under this Code. The Tribal

Commission's review and background investigation shall include, but is not limited to the following:

- 5.3.1 The Tribe shall perform a background investigation for each primary management official and key employee in its gaming operation. The investigation must be sufficient to allow the Tribal Commission to make an eligibility determination in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. §§ 522.4(b)(5), 556.4.
- 5.3.2 The Tribal Commission is responsible for conducting the background investigations of primary management officials and key employees. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigations in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. §§ 522.2(h), 522.6(a).
- 5.3.3 The Tribe shall request fingerprints from each applicant including primary management officials and key employees. The law enforcement agency designated to take fingerprints is the Tribal Commission.
- 5.3.4 The Tribal Commission shall review diligently, the information provided in the Tribal Gaming License Application, including, but not limited to, contacting and investigating all resources identified in the Tribal Gaming License Application. An authorized Tribal official, identified by the Tribal Commission, shall review and Applicant's prior activities, criminal record (if any), reputation, habits, and associations in order to make an eligibility determination for key employees and primary management officials.
- 5.3.5 If the authorized Tribal official, in applying the standards adopted in this Code, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming, he or she shall not license that person in a key employee or primary management official position.
- 5.3.6 When a primary management official or key employee is licensed by the Tribal Commission, a complete application file shall be maintained in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. §§ 522.4(b)(5), 556.6(a).
- 5.3.7 The Tribal Commission shall create and maintain an investigative report for each background investigation of a primary management

official or key employee and any other applicant in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. §§ 522.4(b)(5), 556.6(b)(1).

5.3.8 The Tribal Commission shall provide a written investigative report as to findings and conclusions of the foregoing background investigation, including, but not limited to:

- (1) Steps taken in conducting diligence;
- (2) Results obtained;
- (3) Conclusions reached; and
- (4) The basis for those conclusions from review of conducted diligence.

5.3.9 The Tribal Commission shall 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:

- (1) Applicant's name, date of birth, and social security number;
- (2) Date on which applicant began or will begin work as key employee or primary management official;
- (3) A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
 - (i) Licenses that have previously been denied;
 - (ii) Gaming licenses that have been revoked, even if subsequently reinstated;
 - (iii) Every known criminal charge brought against the applicant within the last 10 years of the date of application; and
 - (iv) Every felony of which the applicant has been convicted or any ongoing prosecution.
- (4) A copy of the eligibility determination made under 25 C.F.R. § 556.5.

- 5.3.9 The Tribal Commission shall also transmit the Applicant's information to the State Gaming Agency in accordance with the Compact.
- 5.3.10 The Tribal Commission, in accordance with 25 C.F.R. § 558.3(e), shall retain, for no less than three years from the date a primary management official or key employee or other licensee is terminated from employment with the Tribe, the following documentation:
- (1) Application for licensing;
 - (2) Investigative Reports; and
 - (3) Eligibility Determinations.
- 5.3.11 Copies of the eligibility determination shall be included with the notice of results that must be submitted to the NIGC before the licensing of a primary management official or key employee in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 556.6(b)(2).
- 5.3.12 When the Tribal Commission does not license a primary management official or key employee Applicant, the Tribal Commission shall submit a notice of results to the NIGC of the background investigations done and forward copies of the Tribal Commission's eligibility determination and the investigative report.
- 5.3.13 The Tribal Commission, and its investigators, shall keep confidential the identity of each person interviewed in the course of conducting a background investigation in accordance with 25 C.F.R. §§ 522.4(b)(5) and 556.4(c).

- 5.4 Report to NIGC.** Tribal Gaming License applications submitted to the Tribal Commission shall be maintained by the Tribal Commission and the notice of results of the applicant's background investigation conducted by the Tribal Commission must be submitted to the NIGC, as applicable, in accordance with 25 C.F.R. 556.6, which shall be the Tribal Commission's authorized entity for processing fingerprint cards for background investigation purposes.

5.5 Notice of Results of Background Investigation

- 5.5.1 Before issuing a license to a primary management official or key employee, the Tribal Commission shall prepare a notice of results of the applicant's background investigation to submit to the NIGC.
- 5.5.2 The notice of results must be submitted to the NIGC no later than sixty (60) days after the applicant begins working for the Tribe in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 556.6(b)(2).
- 5.5.3 The notice of results shall include the following information:
- (1) The applicant's name, date of birth and social security number;
 - (2) The date on which the applicant began, or will begin, working as a primary management official or key employee;
 - (3) A summary of the information presented in the investigative report, including:
 - (i) licenses that have previously been denied;
 - (ii) gaming licenses that have been revoked, even if subsequently reinstated;
 - (iii) every known criminal charge brought against the applicant within the last 10 years of the date of the application; and
 - (iv) every felony offense of which the applicant has been convicted or any ongoing prosecution; and
 - (4) A copy of the eligibility determination made in accordance with this Code and 25 C.F.R. § 556.6(b)(2)(i)-(iv).
- 5.5.4 The Tribal Commission shall notify the NIGC of the forwarding of notice of results to NIGC in accordance with 25 C.F.R. § 556.7 and shall enter into a Memorandum of Understanding (MOU) with the NIGC providing, that any and all result obtained from the fingerprinting cards for background investigation purposes be viewed by the Tribal government official only.

5.6 Scope and Types of Licenses

5.6.1 Granting Gaming Licenses Generally:

- (1) All primary management officials and key employees of the gaming operation must have a gaming license issued by the Tribe in accordance with this Code, 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 558.3(c).
- (2) The Tribal Commission is responsible for granting and issuing gaming licenses to primary management officials and key employees in accordance with this Code, 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 558.1.
- (3) The Tribal Commission may license a primary management official or key employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC, as required by Section 5.5 above and in accordance with 25 C.F.R. § 558.3(a).
- (4) The Tribal Commission shall notify the NIGC of the issuance of a license to a primary management official or key employee within thirty (30) days of issuance in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 558.3(b).
- (5) The Tribe shall not employ an individual in a primary management official or key employee position who does not have a license after ninety (90) days of beginning work at the gaming operation in accordance with 25 C.F.R. § 558.3(c).
- (6) The Tribal Commission must reconsider a license application for a primary management official or key employee if it receives a statement of itemized objections to issuing such a license from the NIGC, and those objections are received within thirty (30) days of the NIGC receiving a notice of results of the applicant's background investigation in accordance with 25 C.F.R. § 558.2(c).
- (7) The Tribal Commission shall take the NIGC's objections into account when reconsidering a license application pursuant to 25 C.F.R. § 558.2(c).
- (8) The Tribe will make the final decision whether to issue a license to an applicant for a primary management official or key employee position in accordance with 25 C.F.R. § 558.2(c).

- (9) If the Tribal Commission has issued a license to a primary management official or key employee before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee, as required by Section 4.23 herein and in accordance with 25 C.F.R. § 558.2(d).

5.6.2 Gaming Employee License Employee Gaming Licenses are for those Employees that deal in an area of Gaming or Cash Handling within the Gaming Facility or Enterprise. A License issued pursuant to this section shall be effective for only the location, job and employer contained in the Application; provided, however, nothing herein shall prohibit a Primary Management Official or Key Employee from simultaneously performing the duties and responsibilities of more than one position; provided further, that the Primary Management Official or Key Employee is performing a position that is directly in lineal descent below them in the organizational structure of the Enterprise and that they are qualified and trained to perform the duties of the positions so performed. Dealers may also be permitted to deal various card games so long as they are qualified and trained to perform the duties of the positions so performed and are specifically licensed for those positions.

5.6.3 Non-Gaming Employee License A Non-Gaming Employee License is for employees that are not assigned to a position involving gaming specific activities or involvement, for example, cooks, kitchen staff, food servers, or hostess. A License issued pursuant to this section shall be effective for only the location, job and employer contained in the Application. These Licenses will not require the same level of background scrutiny required for Gaming Licenses.

5.6.4 Part-Time or Full-Time Licenses The Employee's License shall state clearly whether the Employee is a part-time or full-time Employee.

5.6.5 Transferring Licenses A Licensee shall apply to have their license transferred to a new location by requesting that transfer in writing to the Tribal Commission in a manner, which details the new job and location.

5.7 Temporary Licensing Notwithstanding anything herein to the contrary, if the Applicant has completed a License Application, the Tribal Commission may immediately issue a temporary License and impose specific conditions pending completion of the applicant's background investigation if:

- 5.7.1 The Tribal Commission has conducted a preliminary, local, background investigation; and
- 5.7.2 Based on the preliminary investigation, the information does not indicate that the Applicant has a criminal history or other information that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license; and
- 5.7.3 Temporary licenses may last no longer than ninety (90) days.

5.8 License Issuance, Term and Substance

- 5.8.1 Issuance Upon completion of the necessary background investigation the Tribal Commission may issue a License on a conditional or unconditional basis. If the NIGC objects to Tribal Commission licensing an Applicant, the Tribe shall reconsider the Application, taking into account the reasons for the objections noted by NIGC. However, the Tribe shall have the final word on whether to license an Applicant. Nothing herein creates a property right in the License.
- 5.8.2 Term Any License issued pursuant to this section shall be effective for a period of two (2) years from the date of issuance.
- 5.8.3 License Substance The License shall state in its face the first name of the Applicant, the Tribal logo, identification number, date of license expiration, and photograph of Licensee. The applicant's first and last name may be included on the backside of the License.

5.9 License Denial

- 5.9.1 The Tribal Commission, in accordance with 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. § 556.5(b), shall not license a primary management official or key employee if an authorized Tribal official determines, in applying the standards in Section 5.5 for making a license eligibility determination, that licensing the person:
 - (1) Poses a threat to the public interest;
 - (2) Poses a threat to the effective regulation of gaming; or

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

5.9.2 When the Tribal Commission does not issue a license to an applicant for a primary management official or key employee position, or revokes a previously issued license after reconsideration, it shall, in accordance with 25 C.F.R. § 558.3(d):

- (1) Notify the NIGC; and
- (2) Forward copies of its eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Record System.

5.10 Renewals A Licensee shall petition to have the License renewed by applying to the Tribal Commission for a renewal before the License expires. Applicants may be required to provide updated material as requested.

5.11 Requirement to Produce License Upon Request Licensees must carry the License and visibly display the License during working hours and must produce the License upon the request of any Person.

5.12 License Suspension or Revocation of License

5.12.1 Temporary Suspension or Revocation The Tribal Commission may suspend or revoke a License, after notice and an opportunity for a hearing pursuant to Section 4.23 herein, for any of the following reasons:

- (1) The Licensee withheld pertinent information on the Application;
- (2) The Licensee made false statement on the Application;
- (3) The Licensee Participated in Gaming that was not authorized by any Gaming License or regulatory approvals, and therefore deemed illegal;
- (4) The Licensee attempted to bribe a Tribal Council member, Commissioner or other Person, in an attempt to avoid or circumvent Tribal law;

- (5) The Licensee offered something of value to a Tribal Commission member;
- (6) The Licensee knowingly promoted, played or Participated in any Gaming operated in violation of Tribal or Federal law;
- (7) The Licensee is knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of Gaming;
- (8) The Licensee violate this Code or the rules and regulations of the Tribal Commission;
- (9) The Licensee has been convicted or has entered pleas of *nolo contendere* to any crime involving Gaming, fraud, theft, or embezzlement;
- (10) The Licensee has refused to comply with any lawful order, inquiry or directive of the Tribal Commission, the Tribal Council, the Federal Government or any court of competent jurisdiction;
- (11) The Licensee has been convicted of, or entered a plea of *nolo contendere* to, a crime involving the sale of illegal narcotics or controlled substances;
- (12) The Licensee has failed to adhere to adopted policies and procedures; or
- (13) For any other reason the Tribal Commission deems appropriate.

5.12.2 Procedure for Suspension or Revocation

- (1) Upon reasonable cause that a violation of the Code has occurred, or other basis exists, the Tribal Commission or its designee may either undertake an investigation of the Licensee or serve upon such Licensee an order to show cause why the Licensee's License should not be revoked, or why the Licensee should not be enjoined from conducting Gaming.
- (2) Additionally, if, after a license is issued to a primary management official or a key employee, the Tribe receives notice from the NIGC that the primary management official

or key employee is not eligible for employment, the Tribal Commission shall do the following: the Tribal Commission or its designee shall immediately suspend such license and notify the licensee in writing that their license has been suspended and may be revoked.

- (3) Such notice, in accordance with 25 C.F.R. 558.4, shall state the reason for the suspension order and indicate the time and place for the hearing before the Tribal Commission pursuant to Section 4.23 herein.
- (4) The Licensee shall have an opportunity to present testimony and cross-examine opposing witnesses, and to present any other evidence as to why a revocation order or injunction should not be issued.
- (5) The hearing shall be governed in all respects in accordance with Tribal law and Tribal Commission regulations. Any suspension decision of the Tribal Commission after hearing shall be reviewable in the Gaming Review Board pursuant to the requirements of Section 4.23 and 4.24. The Tribe shall notify NIGC of its decision to revoke or reinstate a license within forty-five (45) days of receiving notification from the NIGC that a primary management official or key employee is not eligible for employment.

5.13 Enterprise License The Gaming Enterprise authorized by the Compact and this Code shall be licensed by the Tribal Commission. The Tribal Commission shall automatically issue a License if the following threshold criteria are met:

- 5.13.1 The Gaming is located on lands taken into trust after October 17, 1998, as a settlement of a claim.
- 5.13.2 The Gaming is authorized pursuant to this Code, the Compact and the IGRA.
- 5.13.3 The Gaming is authorized by a Tribal Council resolution.
- 5.13.4 The Tribe has sole proprietary interest and the Management Contract is consistent with Tribal and Federal law and is properly approved by the Chairman of the NIGC.

5.14 Gaming Facility License Any gaming facility authorize by the Compact and/or this Code shall be licensed by the Tribal Commission and the Tribe shall issue a separate license to each place, facility or location on

Indian lands where class II and/or class III gaming is conducted under this ordinance in accordance with the IGRA and 25 C.F.R § 559.

5.14.1 Each gaming facility shall be constructed, maintained, and operated in a manner that adequately protects the environment and the health and safety of the public.

5.14.2 All requisite notices regarding either a new or renewed Gaming Facility license shall be issued in accordance with 25 C.F.R. § 559.

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

- (1) The construction, expansion or modification of the Facility shall meet the Building and Safety Code pursuant to Title VIII of this Code.
- (2) The construction, expansion or modification of the Facility shall meet the standards of the federal American with Disabilities Act pursuant to Title IV of this Code.
- (3) Upon the inspection of the health and safety of the building, and upon the inspection that all Gaming controls that are necessary to insure the integrity of the Gaming are in place, the Tribal Commission shall issue to the Facility a certificate of Occupancy, which shall be reissued upon similar inspection every two (2) years.

5.14.4 Upon the issuance of a gaming facility License where Class III gaming activities will occur, the Tribal Commission shall forward the License to the NIGC in accordance with 25 C.F.R. § 559 and to the State Gaming Agency in accordance with the Compact.

5.14.5 Upon the issuance of a gaming facility License where only Class II gaming activities will occur, the Tribal Commission shall forward the License to the NIGC in accordance within 25 C.F.R. § 559.

5.14.6 Any Facility License issued by the Gaming Commission shall be posted in a conspicuous and public place in the Facility at all times.

5.15 Annual Reports from Management Contractor. Management Contractors must file an annual report with the Tribal Commission and the Tribal Council within thirty (30) days of the end of each calendar year. The report shall include, at a minimum, the following information:

- 5.15.1 The name, address and telephone number of the Licensee;
- 5.15.2 The names, addresses and titles of all of its current managers of the Licensees;
- 5.15.3 A description of the Gaming operated and Gross Revenue;
- 5.15.4 The name and address of the Person who will be designated as Primary Management Official, or new Key Employees over the next License Term;
- 5.15.5 Written proof that the Licensee has paid to the National Indian Gaming Commission such fees as Federal and Tribal law may require it to pay;
- 5.15.6 A sworn statement that the Licensee has complied with the IRS including written notice of customer winning;
- 5.15.7 The number of full-time equivalent people, on an annualized basis, employed by the operation during the past twelve (12) months, together with a projection of the number of full-time equivalent people who are expected to be employed during the next license period;
- 5.15.8 A sworn statement that the Licensee will continue to comply with all Tribal and Federal laws applicable to Gaming;
- 5.15.9 The name, address and signature of the agent who will accept service of process on behalf of the Licensee, who must reside on the reservation; and
- 5.15.10 If the Licensee is a corporation, a copy of any amendment to its articles of incorporation, properly certified by the incorporating government, unless a current copy has already been filed with the Tribal Commission.

5.16 State Gaming Agency Suitability Determination

- 5.16.1 Except as provide in Sections 5.16.2 and 5.16.3 below, the Tribe will not employ or affiliate with any Person whose application to the State Gaming Agency for a determination of suitability has been denied.
- 5.16.2 Notwithstanding Section 5.16.1, the Tribe may employ a Person who has been denied for a determination of suitability by the State Gaming Agency if:

- (1) The Person holds a valid or current Tribal License;
- (2) The denial by the State Gaming Agency is based on reasons that antedate the filing of the Person's initial application to the State Gaming Agency.
- (3) The Person is not an Employee of another Gaming Enterprise;
- (4) The Person has been in continuous employ for at least three years by the Tribe prior to the effective date of the Compact.

5.16.3 Notwithstanding Section 5.16.1, the Tribe may employ a Person who has been denied for a determination of suitability by the State Gaming Agency if:

- (1) The Person is an enrolled Member of the Tribe;
- (2) The Person holds a valid or current Tribal License;
- (3) The denial by the State Gaming Agency is based on reasons that antedate the filing of the Person's initial application to the State Gaming Agency;
- (4) The Person is not an Employee of another Gaming Enterprise;

5.17 Miscellaneous Licensing Provisions

5.17.1 No License shall be sold, lent, assigned or otherwise transferred.

5.17.2 Each Licensee shall have access to a copy of the Code and any Tribal Commission Regulations.

SECTION 6. BANK ACCOUNTS AND RECORDKEEPING

6.1 Bank Account The Tribe shall open a separate bank account for the Enterprise and all receipts of each Gaming Activity shall be deposited in the account.

6.2 Record Keeping Accounting records of the Gaming Enterprise, and Facility shall be kept on a double entry system of accounting, maintaining

detailed supporting and subsidiary records. The Tribe shall maintain the following records for not less than five (5) years:

- 6.2.1 Revenues, expenses, assets, liabilities and equity for each location at which Class II and Class III Gaming is conducted.
- 6.2.2 Daily cash transactions for Gaming, including but not limited to transactions relating to each Gaming table, game drop box and game room bank.
- 6.2.3 All markers, IOU's, returned checks, hold checks or other similar credit instruments.
- 6.2.4 Individual and statistical game records to reflect statistical drop and statistical win for electronic, computer, or other technologically assisted games.
- 6.2.5 Contracts, correspondence and other transaction document relating to all Gaming Vendors.
- 6.2.6 Records of all customer complaints and Tribal Gaming enforcement activities.
- 6.2.7 All gaming related audits prepared by or on behalf of the Tribe or one of its subdivisions.

6.3 Audit Requirements

- 6.3.1 The Tribe, through the Enterprise, shall cause to be conducted independent audits of gaming operations annually and shall submit the results of those audits to the Tribal Commission, the Tribal Council, the National Indian Gaming Commission, and as applicable to the State Gaming Agency in accordance with the Compact .
- 6.3.2 Each gaming-related contract for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of \$25,000 annually shall be specifically included within the scope of the audit conducted under Section 6.3.1 of this ordinance. A copy of such audit will be provided to the Tribal Commission, the Tribal Council, National Indian Gaming Commission and as applicable the State Gaming Agency.

6.4 Notices to the Public

- 6.4.1 The gaming facility shall have a copy of this Code readily available for inspection by any Person at each gaming facility.
- 6.4.2 The gaming facility shall post in a conspicuous location near each game an explanation of the rules of play of every game operated or shall otherwise provide the public with such an explanation.

SECTION 7. GAMING ENTERPRISE RESTRICTION AND COMPLIANCE

7.1 Number of Facilities

- 7.1.1 The Tribe may establish no more Class III Gaming Facilities than may are specifically authorized under the Compact, and only on those lands on which Gaming may lawfully be constructed under IGRA.
- 7.1.2 The Tribe may continue and operate in each gaming facility any forms and kinds of Gaming permitted under the Compact, IGRA and this Code.
- 7.1.3 No compact shall limit the number of Class II Gaming Facilities the Tribe may operate or otherwise restrict in any fashion the Tribe's inherent right to engage in Class II gaming activities in accordance with IGRA and this Code.

7.2 Gaming Device Restrictions

7.2.1 Number of Devices

- (1) The Tribe may offer no more Class III Gaming Devices, combined for all Class III Gaming Facilities, than are authorized in accordance with the Compact.
- (2) The Tribe may offer Class II Gaming in accordance with this Code, the IGRA and NIGC Regulations.

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

7.2.3 **Transportation of Devices** Transportation of a Gaming Device to or from the gaming facility within California is permissible only if:

- (1) The Tribal Commission has issued a permit to transport the Device; and
- (2) The Tribal Commission has provided at least ten (10) days' notice to the local County Sheriff; and
- (3) The final destination of the Device is a gaming facility of any tribe in California with a Tribal/State compact; or
- (4) The final destination is in a state or country whereby the Device is otherwise legal; or
- (5) The final destination is located in California for the purpose of testing, resting or storage by a Person that is licensed by the State Gaming Agency.

7.3 Gaming Device Technical Standards The technical standards for Gaming Devices shall adhere to standards that meet the Minimum Internal Control Standards as issued by the NIGC and any regulations adopted by the Tribal Commission.

7.4 Age Restrictions

- 7.4.1 No Person under the age of Eighteen (18) shall be employed by the gaming facility, Management Contractor or the Tribal Commission.
- 7.4.2 No Person under Twenty-one (21) years of age shall be employed in the service of alcoholic beverages at the gaming facility.
- 7.4.3 No Person under the age of Twenty-one (21) shall be permitted in any area where Gaming is occurring and alcoholic beverages are being consumed.
- 7.4.4 No Person under the age of Eighteen (18) shall be permitted to place any wager, directly or indirectly, in any Gaming Activity.
- 7.4.5 No Person under the age of Eighteen (18) shall be permitted in any room in which Gaming is being conducted unless the person is en-route to a non-gaming area of the gaming facility.
- 7.4.6 A Person under the age of fourteen (14) years may Participate in Gaming Activity in private homes, purchase raffle tickets, attend sporting contests or ticket drawings, and stick game and other traditional Class I Gaming tournaments.

7.5 Methods of Payment

- 7.5.1 Gaming chips and other tokens of value may be sold and redeemed by the Enterprise and only for full value.
- 7.5.2 Consideration to Participate in Gaming shall be cash only. No other form of consideration shall be allowed unless the Tribal Commission gives prior written approval.

7.6 Compliance requirements

- 7.6.1 Evidence of win or loss incurred by a Player must, upon request, be provided in such form as will be acceptable to the Internal Revenue Service.
- 7.6.2 The Enterprise shall pay all fees and file all reports required by law within the time prescribed.
- 7.6.3 The Enterprise shall respond immediately to all inquiries, subpoenas, or orders of the Tribal Commission, the State Gaming Agency, the Tribal Council, or the NIGC.
- 7.6.4 The Enterprise shall make its premises and books and records available for inspection during normal business hours by the Tribal Commission, the State Gaming Agency, the National Indian Gaming Commission and members of the Tribal Council or their designee.

7.7 Miscellaneous

- 7.7.1 The Enterprise shall provide adequate security to protect the public before, during, and after Gaming.
- 7.7.2 The Enterprise may not discriminate on the basis of sex, race, color, or creed in the conduct of Gaming.

SECTION 8. ENFORCEMENT

- 8.1 Jurisdiction** Except as provided in this Code or the Compact, the Tribal Commission, Tribal Court and Review Board shall have jurisdiction over all violations of this Code.
- 8.2 Prohibited Acts** In addition to other civil and criminal offenses provided for in this Code, the following acts are specifically prohibited by any

Person and subject any violator to the civil or criminal penalties specified herein:

- 8.2.1 Participating in any Gaming, which is not authorized by this Code.
- 8.2.2 Knowingly making a false statement in connection with any Contract to Participate in any Gaming Activity.
- 8.2.3 Attempting to bribe any Person participating in any Gaming Activity.
- 8.2.4 Offering or accepting a loan, financing or other thing of value between a Tribal Commission member or employee and any Person participating in any Gaming Activity.
- 8.2.5 Promoting or participating in any illegal Gaming Activity.
- 8.2.6 Failing to keep sufficient books and records to substantiate receipts, disbursements and expenses incurred or paid from any Gaming Activity authorized pursuant to this Code.
- 8.2.7 Falsifying any books or records that relate to any transaction connected with any Gaming Activity pursuant to this Code.
- 8.2.8 Conducting or participating in any Gaming Activity, which results in Cheating.
- 8.2.9 Allowing participating in Gaming Activity by or with an intoxicated or disorderly Player.
- 8.2.10 Allowing or participating in the sale of liquor when such sale is prohibited by Tribal law.
- 8.2.11 Accepting consideration other than money, token or chips for participation in any Gaming Activity.
- 8.2.12 Using bogus or counterfeit chips or charitable gaming tickets, or to substitute or use any cards, charitable gaming tickets or Gaming equipment that has been marked or tampered with.
- 8.2.13 Employing or possessing any cheating device or to facilitate cheating in any Gaming Activity.
- 8.2.14 Willfully using any fraudulent scheme or technique to change the odds of any Gaming Activity.

- 8.2.15 Soliciting, directly or indirectly, or using inside information on the nature or status of any Gaming Activity for the benefit of an individual.
- 8.2.16 Tampering with a Gaming Device, attempting to conspire to manipulate the outcome or the payoff of a Gaming Device, or otherwise unlawfully tampering with or interfering with the proper functioning of the machine.
- 8.2.17 Alter or counterfeiting a Gaming license.
- 8.2.18 Aiding, abetting, or conspiring with another Person knowingly or knowingly to cause any Person to violate any provision of this Code or any rules and regulations adopted hereunder.
- 8.2.19 Operating, using or making available to the public any illegal Gaming Device, apparatus, material or equipment.
- 8.2.20 Selling, holding out for sale or transporting into or out of the jurisdiction of the Tribe any illegal Gaming Device, apparatus, material or equipment.
- 8.2.21 Assisting or allowing a Person who is under the age of Eighteen (18) to Participate in a Gaming Activity.
- 8.2.22 Possessing any illegal narcotics or controlled substances on any licensed Gaming site.
- 8.2.23 Stealing or attempting to steal funds or other items of value from any gaming facility or from the Tribal Commission.
- 8.2.24 Employing any Person at a licensed gaming facility whom the Licensee knows has been convicted of a Gaming crime or a crime of fraud.
- 8.2.25 Any other prohibited act as established by an adopted regulation of the Tribal Commission.

8.3 Criminal Violation Any Indian who violates or fails to comply with any provision of this Code, or who fails or neglects to comply with any order, decision of the Tribal Commission, shall be charged and given due process pursuant to Section 4.23 herein. If such Indian is found to be guilty of a crime, he may be required to pay a fine not to exceed Five Thousand Dollars (\$5,000) or be incarcerated for not to one (1) year per violation. Each day during which any such violation or failure to comply continues shall constitute a separate violation of this Code.

- 8.4 Civil Violation** Any non-Indian who violates or fails to comply with any provision of this Code, or who fails or neglects to comply with any order of the Tribal Commission, shall be charged and given due process pursuant to Section 4.23 herein. If the non-Indian is found liable, he may pay a civil fine not to exceed Five Thousand Dollars (\$5,000) for each violation thereof. Each day during which any such violation or failure to comply continues shall constitute a separate violation of this Code. The amount of any such civil fine may be recovered in a civil action in the Tribal Court.
- 8.5 Cumulative Fines** All civil fines accruing under this Code shall be cumulative and a suit for the recovery of one shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages, nor bar the power of the Tribal Court to punish for contempt, nor bar any criminal prosecution against any officer, director, agent, or employee of any Licensee, or any other Person.
- 8.6 Purpose of Civil Penalties** The civil fines imposed under this Code are intended to be remedial and punitive and are designed to compensate the Tribe for the damage done to the peace, security, economy and general welfare of the Tribe and the reservation, and to compensate the Tribe for costs incurred by the Tribe in enforcing this code. The civil fines under this Code are also intended to coerce all people into complying with this Code and Tribal Commission regulations and not to punish such people for violation of such laws and regulations.
- 8.7 Civil Action for Penalties** In enforcing the civil infraction provisions of this Code, the Tribal Commission shall proceed, in the name of the Tribe, against a Person for violation of such provision by civil complaint pursuant to the provisions of this Code. The Tribal Commission in such action shall have the burden of showing, by the preponderance of the evidence, that such Person violated the applicable provision of this Code.
- 8.8 Seizure and Forfeiture of Property** Property utilized in violation of this Code shall be subject to seizure and forfeiture by order of the Tribal Commission pursuant to such procedures and rules as the Tribal Commission shall promulgate.
- 8.9 Reporting of Offenders** The Tribal Commission, upon final conviction of any Person under this subsection, shall report the name of the Person convicted to the Tribal Council, State Gaming Board and NIGC.

SECTION 9. GAMING MANAGEMENT

9.1 Management by a Gaming Contractor

- 9.1.1 The Gaming Contractor, or if no Gaming Contractor the Tribe, shall identify in writing a Person(s) who shall serve as General Manager of the Gaming Enterprise. The General Manager appointed shall undergo a background check by the Tribal Commission and shall obtain a License before commencing work.
- 9.1.2 The General Manager shall have access to any area within the gaming facility in accordance with the limitations defined in Section 2.29.
- 9.1.3 The General Manager shall present a written monthly report to the Tribal Commission which estimates the number of patrons served, the amount of income generated, the numbers of employees working at the establishment, a detailed description of any patron complaints and other problem experienced at the establishment, a written statement of any changes in Primary Management Officials and all bills which are thirty (30) days or more past due.

9.2 Rules and Regulations of Management The Tribal Commission shall, with the input and suggestions of Primary Management Officials, promulgate rules and regulations of specifications governing the following subjects:

- 9.2.1 The enforcement of all relevant laws and rules with respect hereto;
- 9.2.2 Ensuring the physical safety of Enterprise patrons and Employees;
- 9.2.3 The physical safeguarding of assets transported to, within, and from the gaming facility;
- 9.2.4 The prevention of illegal activity from occurring within the gaming facility including employee procedure and surveillance;
- 9.2.5 The recording of occurrences that deviate from normal operating policies including the following procedure for reporting incidents:
 - (1) Specify that security personnel record all incidents, regardless of immateriality;
 - (2) Require the assignment of a sequential number to each report;

- (3) Provide for permanent reporting in indelible ink in a bound notebook;
- (4) Require that each report include the following:
 - (i) The record number.
 - (ii) The date.
 - (iii) The time.
 - (iv) The location of the incident.
 - (v) A detailed description of the incident.
 - (vi) The persons involved in the incident.
 - (vii) The security personnel assigned to the incident.

9.2.6 The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like; and

9.2.7 Maintenance of a list of persons barred from the gaming facility.

9.3 Insurance Requirements

9.3.1 The Tribe shall obtain and maintain commercial general liability insurance consistent with industry standards which provides coverage of no less than the minimum amount required by the Compact.

9.3.2 The Tribe shall obtain and maintain an employment practices liability insurance policy consistent with industry standards which provides coverage of no less than the minimum amount required by the Compact, if any.

9.4 IRS Requirements The General Manager shall be responsible for seeing that Gaming Activity is managed in accordance with Tribal and Federal law and that such Gaming Activity complies with all IRS and FinCen reporting requirements in accordance with the IRS Regulations, the Bank Secrecy Act and any other applicable federal rules and regulations.

9.5 Audit Requirements

- 9.5.1 Annual Enterprise Audit The Tribal Commission and the General Manager of the Enterprise shall obtain an annual independent audit of such Enterprise by a certified public accountant using the accounting standards for audits of casinos of the American Institute of Certified Public Accountants.
- 9.5.2 Contract Audits Each contract for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of Twenty-five Thousand Dollars (\$25,000) annually shall be subject to an independent audit.
- 9.5.3 Copies A copy of all such audits shall be provided to the Tribal Commission and the Tribal Council in accordance with Tribal Commission Regulations. Additionally, the General Manager shall ensure delivery of audits to the NIGC in accordance with IGRA and the NIGC Regulations. The Tribal Commission shall ensure compliance with Compact requirements for audit submissions to the State, if any.

9.6 Management Contracts

- 9.6.1 Each Management Contract is subject to the prior approval of the National Indian Gaming Commission.
- 9.6.2 Each Management Contract shall be approved by the Tribal Council. In make its selection, the Tribal Council shall review the following:
- (1) Background information on the proposed Management Contractor including: its name, its address, the names and addresses of each Person or entity having a direct financial interest or management responsibility for the proposed management contractor, and in the case of a corporation the names and addresses of each member of its board of directors and all stockholders who hold directly or indirectly ten percent (10%) or more of its issued or outstanding stock.
 - (2) A description of any previous experience that each Person listed in subsection above has had with other Gaming contracts with Indian Tribes or with the Gaming industry generally, including the name and address of any tribal government or licensing agency with which such Person has had a contract relating to Gaming.

- (3) A complete financial statement of each Person listed in subsection 9.4.2(1).
- (4) The Tribal Council shall undertake any additional steps it can to determine the character and reputation of each proposed management contractor.
- (5) If the Tribal Council, after reviewing the above described information, still desires to enter into a management contract with the proposed management contractor, such management contract shall be placed in writing and submitted to legal counsel for review before the Council approves it.

9.6.3 Any Management Contract approved by the Council must contain at a minimum the following with respect to the Gaming Enterprise to which the contract is applicable:

- (1) A provision requiring a monthly financial accounting of the Gaming Enterprise's income of expenses. Such reports shall be prepared by an independent auditor who is mutually acceptable to the Tribe and the Management Contractor.
- (2) A provision guaranteeing the Tribe a minimum guaranteed payment that shall always take precedence over the Management Contractor's right to recoup development and construction costs.
- (3) An agreed upon ceiling for the Management Contractor's development and construction costs.
- (4) A provision that the contract shall not exceed the term or fee based net revenue percentage approved by the Chairman of the NIGC in accordance with IGRA.
- (5) A provision for termination of the contract and the grounds for termination.

9.6.4 If the Council is satisfied with the information it receives it shall submit its proposed contract along with all of the above-described information to the Tribal Commission, State Gaming Agency and to the Chairman of the National Indian Gaming Commission for Licensure approval.

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

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

10.2 Initial Dispute Resolution Procedure.

10.2.1 Members of the Gaming public who, in the course of their otherwise lawful and proper use of the Tribe's Gaming Facilities, have questions or concerns about the condition or operation of any part of the Gaming Facilities, or who otherwise believe themselves to be aggrieved by some aspect of the condition or operation of any part of the Gaming Facilities, shall direct their questions, concerns, or complaints (hereinafter collectively "disputes") in the first instance to gaming management at the gaming facility, either orally or in writing.

10.2.2 Patron disputes shall be raised as soon as reasonably possible after the events giving rise to the dispute occur; however, no actionable dispute may be raised more than 7 (seven) calendar days after said events take place without consent of the Gaming Management.

10.2.3 Upon learning about a dispute, Gaming Management shall expediently and informally gather sufficient facts to make an initial determination about the dispute (i.e. whether the dispute has any merit, whether further investigation is required, whether to take any corrective action, etc.). Gaming Management, within thirty (30) days of receiving the dispute, shall inform the complainant, in writing, about its initial determination and provide the complainant with written notice pertaining to their right to seek resolution of the dispute by the Tribal Commission, as well as provide a copy of the procedures including the appeals process.

10.3 Formal Dispute Resolution Procedure.

10.3.1 Complainants who have followed the initial dispute resolution procedure, and who are unsatisfied with Gaming Management's initial determination, may appeal that determination in writing to the Tribal Commission no later than fifteen (15) days after being informed about the initial determination.

- 10.3.2 The Commission shall hold a hearing within thirty (30) days of receipt of the petitioner's complaint. The petitioner may have counsel present at the hearing. The petitioner will be allowed to present relevant evidence and testimony at the discretion of the Commission. After the hearing, the Commission shall render a decision in a timely fashion. All such decisions will be final when issued.
- 10.3.3 All claims by patrons shall be limited to actual monetary loss or game prize amount, if any, and may not include amounts for attorney fees, pain and suffering or any other amount.
- 10.3.4 Patron complaints related to alleged personal injury or property loss at a gaming facility may not be brought under this section and are subject to the Tribe's Gaming Facility Tort Ordinance.
- 10.3.5 The Commission's decision shall constitute the complainant's final remedy and is not subject to further appeal in any jurisdiction.