



November 1, 2021

Via E-Mail

Deanna Bovee, Chairwoman
Susanville Indian Rancheria
745 Joaquin Street
Susanville, CA 96130
dbovee@sir-nsn.gov

**Re: Susanville Indian Rancheria Gaming Ordinance Amendments,
Record of Board Action (Tribal Business Council) Dated 9/10/21**

Dear Chairwoman Bovee:

This letter responds to your request on behalf of the Susanville Indian Rancheria for the National Indian Gaming Commission (NIGC) to review and approve the Tribe's amendments to its gaming ordinance. The amendments were adopted by the Susanville Rancheria Tribal Business Council in the Record of Board Action Dated September 10, 2021. The amendments execute a revised Gaming Ordinance intended to update provisions to more clearly align with NIGC regulations.

These amendments are approved as they are consistent with the requirements of the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions or require anything further, please contact Staff Attorney Mary Modrich-Alvarado at (202) 632-7003.

Additionally, I want to take this opportunity to acknowledge Susanville Rancheria's role in helping to establish a strong example for the ordinance revision process. The Tribe has always approached the process with an attention for detail.

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

REGIONAL OFFICES Portland, OR; Sacramento, CA; Phoenix, AZ; St. Paul, MN; Tulsa, OK; Oklahoma City, OK; Rapid City, SD
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Thank you for always strengthening the regulatory reputation associated with Indian gaming.

Sincerely,

A handwritten signature in blue ink that reads "E. Sequoyah Simermeyer". The signature is written in a cursive style.

E. Sequoyah Simermeyer
Chairman

CC: Alicia Buentiempo (abuentiempo@sirgc.org)

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SUSANVILLE INDIAN RANCHERIA

Gaming Code

Title I. Tribal Gaming Ordinance

Ordinance No. 2020 – 004, Amendment 4

(Approved March 03, 2020)

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 Susanville Indian Rancheria .

SECTION 1. FINDINGS, INTENT AND POLICY

- 1.1 Findings.** The SUSANVILLE INDIAN RANCHERIA ("Tribe" or "Tribal") through the General Council, which is the Governing Body of the Tribe, 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 Properly licensed and regulated Gaming is in conformance with announced Federal policy promoting Indian self-government and Indian Tribal economic self-sufficiency.
 - 1.1.4 It is essential that the General 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 General 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 remains free from corrupt, incompetent, unconscionable and dishonest practices.
- 1.2.5 Encourage Tribal economic development and employment opportunities.
- 1.2.6 Ensure that all Gaming revenue is used for the benefit of the Tribe and its community.
- 1.2.7 Ensure that the Tribe provides a fair and impartial forum for the resolution of Gaming disputes.
- 1.2.8 Ensure that Tribal Gaming laws are strictly and fairly enforced upon Persons involved in Gaming Activity within the jurisdiction of the Tribe.

1.3 Policy.

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

- (1) To fund the Tribe's 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 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 Tribal Ownership of Gaming Facility The Tribe shall have sole proprietary interest in and responsibility for the conduct of Gaming Facilities and/or Enterprises authorized by this Code, except as expressly provided by this Code.
- 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 Section 4.1 of 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 License 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 for approval of any act or transaction for which approval is required or permitted under the provisions of this Code.

- 2.4 **"Association"** means representatives from California tribes, the California State Bureau of Gaming Control and the California Gambling Control Commission as established pursuant to Section 2.3 of the Compact.
- 2.5 **"Bingo"** means the game of chance commonly known as bingo (whether or not electronic, computer or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations, in which the holder of each card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first Person covering a previously designated arrangement of numbers or designations on such cards.
- 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 **"Cash"** means any currency commonly accepted as legal tender, including but not limited to currency, traveler's checks, credit cards, and electronic debit cards.
- 2.9 **"Casino"** means an establishment in which several Gaming activities or enterprises are operated.
- 2.10 **"Charitable Gaming Ticket"** means any game piece used in the play of a paper pull tab game, or jar ticket game, or raffle.
- 2.11 **"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.
- 2.12 **"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).
- 2.13 **"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).
- 2.14 **"Code"** means this Tribal Gaming ordinance of the Susanville Indian Rancheria, as may be amended from time to time.
- 2.15 **"Compact"** means the Gaming compact between the Tribe and the State, as authorized by the Indian Gaming Regulatory Act.
- 2.16 **"Compensation"** means all wages salaries, perks, bonuses and all other forms of enumeration for services rendered.

- 2.17 **"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.
- 2.18 **"Council" or "General Council"** means the governing body of the Tribe.
- 2.19 **"Determination of Suitability"** means a formal finding by the Tribal Commission or State Gaming Agency that the Applicant or Licensee is suitable to obtain and/or maintain the License.
- 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, operates 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 **"Equipment for Games of Chance"** (see "Gaming Device").
- 2.23 **"Exclusive License"** means a license, which precludes 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.
- 2.24 **"Financial Source"** as that term is used in § 6.4.5 of the Compact, and in this Code, means every Person, with whom the Tribe enters into an agreement or contract for the purpose of extending financing to the Tribe, the proceeds of which are used either directly or indirectly to finance the Gaming Facility or Enterprise. For the purposes of this section, and § 6.3.2 of this Ordinance, the term "Contract" means an agreement between the Tribe, or any Tribal subdivision, arm, or entity, and another Person. Financial Sources must be licensed.
- 2.25 **"Games of Chance"** means any game or activity, which falls within the broad definition of Gaming or Gaming Activity.
- 2.26 **"Gaming" or "Gaming Activity"** means any activity, operation or game of chance in which any valuable consideration may be wagered upon the outcome determined by chance, skill, speed, strength or endurance, and in which any valuable prize is awarded to the player so wagering.
- 2.27 **"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.

- 2.28 "Gaming Employee"** means any person who (a) operates, maintains, repairs, assists in any Gaming Activity, works in, or is in any way responsible for supervising such Gaming Activities or persons who conduct, operate, account for, or supervise any such Gaming Activity, (b) is in a category under federal or Tribal gaming law requiring licensing, (c) is an employee of the Tribal Gaming Commission with access to confidential information, or (d) is a person whose employment duties require or authorize access to areas of the Gaming Facility that are not open to the public.
- 2.29 "Gaming Facility" or "Gaming Establishment"** means any building in which Class III Gaming Activities or Gaming operations occur, or in which the business records, receipts, or other funds of the Gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including hotels, ancillary businesses, parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming operation, provided that nothing herein prevents the conduct of Class II Gaming (as defined under IGRA) therein.
- 2.30 "Gaming Enterprise"** means any Tribal department or program , which oversees one or more parts of the operation of Gaming. The Gaming Enterprise must be licensed by the Tribal Commission.
- 2.31 "Gaming Resources"** means any goods or services provided or used in connection with Class III Gaming Activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, gambling devices and ancillary equipment, implements of gaming activities such as playing cards and dice, furniture designed primarily for Class III gaming activities, maintenance or security equipment and services, and Class III gaming consulting services. "Gaming Resources" does not include professional accounting and legal services.
- 2.32 "Gaming Resource Supplier"** means any person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases or otherwise purveys Class II Gaming or Class III Gaming resources to the Gaming Facility, provided that the Tribal Commission may interpret this definition to exclude 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 Resource Suppliers must be licensed.
- 2.33 "General Manager"** means the Person or entity, which has 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, Tribal Commission staff or designated representative.

- 2.34 "Gross Revenues"** means all gaming and non-gaming revenues collected or received from the lawful Gaming Enterprise.
- 2.35 "Identification Card"** means the Identification Card approved by the Tribal Commission and worn by a Licensee for purposes of identifying the Licensee.
- 2.36 "Immediate Family"** means, with respect to the Person under consideration, a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister, and those residing in the home.
- 2.37 "Indian Gaming Regulatory Act" or "IGRA"** means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. §§2701, *et seq.* (1988), as amended.
- 2.38 "Indian Lands"** means:
- 2.38.1 Lands within the limits of the Tribe's exterior boundaries, whereby it exercises sovereign jurisdiction over such lands, notwithstanding the issuance of any patent and including rights-of-way running through such lands; and
 - 2.38.2 Lands title to which is either held in trust by the United States for the benefit of the Tribe or individual Indian or held by the Tribe subject to restriction by the United States against alienation and over which the Tribe exercises governmental powers; and
 - 2.38.3 Lands that may be acquired by the Tribe that meet the requirements of 25 U.S.C. Section 2719 *et. seq.*
- 2.39 "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.
- 2.40 "IRS"** means the United States Internal Revenue Service.
- 2.41 "Key Employee"** means those individuals as defined as Key Employees in IGRA 25 C.F.R. § 502.14.
- 2.42 "License"** means the official, legal and revocable permission granted by the Tribal Commission to an Applicant to conduct "Licensed" Gaming Activities of the Tribe.

- 2.43** **"Licensee"** means the Employee, Key Employee, Primary Management Official, Vendor, Enterprise or Facility that has legitimately obtained a valid License.
- 2.44** **"Lotto"** means a form of Gaming in which the revenues derived from the sale of tickets or chances are pooled and those revenues or parts thereof allotted by chance to one or more chance takers or ticket purchasers. The amount of cash prizes or winnings is determined by the Licensee conducting the "lottery," and a progressive pool is permitted
- 2.45** **"Management Contract"** Management contract means any contract, subcontract, or collateral agreement between an Indian tribe and a contractor or between a contract or agreement provides for the management of all or part of a gaming operation.
- 2.46** **"Management Contractor"** means any Person or entity that 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.
- 2.47** **"National Indian Gaming Commission" or "NIGC"** means the National Indian Gaming Commission established by the IGRA.
- 2.48** **"Net Revenues"** means Gross Revenues of an Indian gaming operation less amounts paid out as, or paid for, prizes and less total Gaming-related operating expenses, including all those expenses of the gaming operation commonly known as operating expenses and non-operating expenses consistent with professional accounting pronouncements, excluding Management Contractor fees.
- 2.49** **"Net Win"** means the "net win" as defined by the American Institute of Certified Public Accountants.
- 2.50** **"Non-Gaming Employee"** means an employee of the Gaming Facility who is not otherwise classified as a Gaming Employee.
- 2.51** **"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.
- 2.52** **"Person"** means any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, political entity and any owner, director, officer or employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, the government of the Tribe, any governmental entity of the Tribe or any of the above listed forms of business entities that are wholly

owned or operated by the Tribe; provided, however, that the term does not include the Federal Government and any agency thereof. The plural of "Person" is "people."

2.53 "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.

2.54 "Primary Management Official" means:

2.54.1 The person having management responsibility for a management contract

;

2.54.2 Any Person who has authority to:

(1) Hire and fire employees; or

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

2.54.3 The Chief Financial Officer or other Person who has financial management responsibility.

2.54.4 Any other person designated by the Tribal Commission as a Primary Management Official.

2.55 "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.

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

2.57 "Rancheria" means lands defined as "Indian Lands" herein.

2.58 "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.

2.59 "State" means the State of California.

2.60 "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.

- 2.61** "State Gaming Facility Compliance Agent" means the Person appointed as Inspector pursuant to Section 6.4.2(c) of the Compact.
- 2.62** "Tribal Business Council" means the Elected Officials of the General Council pursuant to the Susanville Indian Rancheria Tribal Constitution.
- 2.63** "Tribal Commission" means the Tribe's Gaming Commission described in Section 4 of this Code.
- 2.64** "Tribal Court" means a Tribal Court created in accordance the Tribe's Constitution.
- 2.65** "Tribe" or "Tribal" means the Susanville Indian Rancheria.
- 2.66** "Non-Gaming Vendor" means any purveyor of goods or services, other than professional accounting and legal services, to the Gaming Facility that is not otherwise classified as a Gaming Resource Supplier.
- 2.67** "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 Tribal Constitution and Bylaws and pursuant to the powers of the Tribal Business Council pursuant to Article VI, Section 2(a) of the Tribal Constitution and Bylaws.
- 3.2 Title, Repeal of Prior Laws, and Effect of Repeal.** This Code may be cited as the Susanville Indian Rancheria Gaming Code or "Code." This Code shall be appropriately inserted in the Tribal Code, pursuant to 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 that 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 effect 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 General Council hereby charters, creates and establishes the Susanville Indian Rancheria Tribal Gaming Commission as a governmental subdivision of the Tribe.
 - 4.1.1 The Susanville Indian Rancheria Tribal Gaming Commission shall be referred to throughout this Code as the Tribal Commission.
 - 4.1.2 The Tribal Business Council of the Susanville Indian Rancheria shall serve as the Tribal Commission until the Tribal Business Council appoints the members of the Tribal Commission pursuant to Section 4.10.4. The Tribal Business Council, as Tribal Commissioners, shall comply with the background check and licensing requirements of the Code, herein.
- 4.2 **Location and Place of Business.**
 - 4.2.1 Gaming Facility The Tribal Commission may 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 Business 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 Business 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 Business Council , but it is the purpose and intent of the Tribal Business 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 Rancheria.
- 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 cloaked by 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 upon the recommendation of the Tribal Commission and only by express resolutions of both the Tribal Business Council and the General Council after consultation with its attorneys.
- 4.7.1 Resolution Effecting Waiver All waivers of sovereign immunity must be preserved with the resolutions of the Tribal Business Council and the General

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, and 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 4.17 herein, nor any express waiver of sovereign immunity by resolution of the Tribal Business Council and the General Council, 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 Rancheria 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 of 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 any 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 Assets of the Tribal Commission. The Tribal Commission shall have only those assets specifically assigned to it by the Tribal Business 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.

4.10 Membership.

- 4.10.1 Number of Commissioners The Tribal Commission shall be comprised of **five** (5) Tribal Gaming Commissioners, none of whom may be members of the Tribal Business Council.

4.10.2 Organization The Tribal Commission will consist of a Chairman, Vice-Chairman, Secretary and two (2) Commissioners.

- (1) The Chairman shall direct Tribal Commission meetings and be the supervisor and is responsible for the day-to-day operations of the Tribal Commission.
- (2) The Chairman and Vice-Chairman shall be the designated agents for service of process of any official determination, order or notice of violation.
- (3) The Vice-Chairman shall direct Tribal Commission meetings, be the supervisor, be the agent for service of process, and be responsible for the day-to-day operations of the Tribal Commission, when the Chairman is unavailable.
- (4) The Secretary shall keep minutes of meetings and provide a copy to the Tribal Business Council.

4.10.3 Qualifications for Tribal Commission Positions

- (1) Preference shall be given to Enrolled Tribal Members.
- (2) Must pass the scrutiny of a background check pursuant to 4.10.5 below.
- (3) Tribal Commissioners shall have expertise, experience, education or a combination thereof in the following areas: finance, management, legal, business, governmental regulation, and Tribal policy and law.
- (4) Tribal Commissioners shall be at least twenty-one (21) years of age and show proof of High School Diploma or equivalent.

4.10.4 Date of Appointment The Tribal Business Council shall appoint Tribal Commissioners at their August Meeting.

4.10.5 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) His/Her 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 of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of Gaming;
or

- (2) He/She has been convicted of or entered a plea of *nolo contendere* to a felony of any jurisdiction or to a misdemeanor involving dishonesty or moral turpitude in any jurisdiction; or
- (3) He/She has a direct monetary or financial interest in the conduct of any Gaming Enterprise or is in privity with a Management Contractor; or

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

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

4.13 Meetings.

4.13.1 Regular Meetings The Tribal Commission shall meet formally at least every other week. Nothing in this Code shall prohibit the Tribal Commission from authorizing telephone and off-site meetings.

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

4.13.3 Quorum A quorum for all meetings shall consist of three (3) members.

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

4.14 Compensation of Commissioners. The compensation of Commissioners shall be established by the Tribal Business Council.

4.15 Removal of Members or Vacancies.

4.15.1 Removal A Tribal Commissioner may be removed by the Tribal Business 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.

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

4.15.3 Temporary Suspension If the Tribal Business Council or Tribal Commission determines that immediate suspension of a Tribal Commissioner is necessary to protect the interests of the Tribe, the Tribal Business Council may hold a hearing with the Tribal Commissioner to suspend the Tribal Commissioner temporarily, and the question of permanent removal shall be determined thereafter pursuant to Tribal Commission hearing procedures pursuant to 4.15.2 herein.

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

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

4.15.6 Vacancies If any Tribal Commissioner shall die, resign, be removed or for any reason be unable to serve as a Tribal Commissioner, the Tribal Business Council shall declare his/her 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 Tribal 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.

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

4.16.1 No member of the Tribal Commission shall participate in any promotion, contest, or gaming activity of the casino enterprise.

4.16.2 No member of the Tribal Business Council shall participate in any promotion, contest, or progressive slot machine of the casino enterprise.

4.17 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 addition to all powers already conferred by this Code:

- 4.17.1 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.
- 4.17.2 To investigate any reported violations of this Code, the Compact, or any other applicable law regarding Gaming within the jurisdiction of the Tribe.
- 4.17.3 To act as liaison with the NIGC and the California Division of Gaming Control Commission.
- 4.17.4 To publish and distribute copies of this Code and Tribal Commission rules and regulations and any Tribal Business Council, Tribal Commission or Tribal Court decisions regarding Gaming matters.
- 4.17.5 To prepare and submit for Tribal Business Council approval proposals, including budget and monetary proposals related to the operation of the Tribal Commission, which could enable the Tribe to better carry forth the policies and intent of this Code.
- 4.17.6 To work directly, and only with the Tribal Business Council with regard to any Gaming issues.
- 4.17.7 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.
- 4.17.8 To arrange for training of Tribal Commission members and employees in areas relating to the regulation or operation of Gaming.
- 4.17.9 Upon prior explicit resolution and approval of the Tribal Business Council, to employ such advisors as it may deem necessary. Advisors may include, but are not limited to, lawyers, accountants, law enforcement specialists and Gaming professionals.
- 4.17.10 To promulgate rules and regulations, which implement and further the provisions of this Code; provided such rules and/or regulations are approved by Tribal Business Council resolution or ordinance.

- 4.17.11 To accept, review, approve or disapprove any Application for a License and granting and issuing gaming licenses to Primary Management Officials and Key Employees.
- 4.17.12 To consult with and make recommendations to the Tribal Business Council regarding changes in Tribal Gaming laws and policies.
- 4.17.13 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.
- 4.17.14 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.
- 4.17.15 To delegate to an individual member of the Tribal Commission, or to an individual member of the Tribal Business Council, or Tribal staff, such of its functions as may be necessary to administer these ordinances 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 the Tribal Commission may not delegate to any Person the power to permanently revoke a License.
- 4.17.16 To issue fines and sanctions to the Gaming Facility if it is operating in violation of this Code, and report significant violations of the Compact to the State Gaming Agency.
- 4.17.17 To sue or be sued in courts of competent jurisdiction within the United States and Canada, subject to Sections 4.6 and 4.7 herein; provided, that no suit shall be brought by the Tribal Commission without the prior explicit written approval of the Tribal Business Council.
- 4.17.18 To use the seal of the Tribal Commission or the seal of the Tribe with the approval of the Tribal Business Council.
- 4.17.19 To arbitrate, compromise, negotiate or settle any dispute to which it is a party relating to the Tribal Commission's authorized activities.
- 4.17.20 To exercise the Tribal power to tax, authorized by the Tribal Constitution in accordance with a Tribal Business 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.

- 4.17.21 To purchase insurance from any stock or mutual company for any property or against any risk or hazard.
- 4.17.22 With prior approval of the Tribal Business 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.
- 4.17.23 To establish and maintain such bank accounts as may be necessary or convenient.
- 4.17.24 To require the filing of any records, forms, and reports and all other information desired by the Tribal Business Council or required by this Code.
- 4.17.25 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.
- 4.17.26 To adopt a schedule of fees to be charged for Licenses.
- 4.17.27 To adopt a schedule of fees for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files, and records.
- 4.17.28 To conduct or arrange for background investigations of all Applicants.
- 4.17.29 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 and 4.24 herein.
- 4.17.30 To issue an order of 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 and 4.24 herein.
- 4.17.31 To become self-regulating whenever the Tribe becomes eligible for a certificate of self-regulation under the IGRA.
- 4.17.32 To file with the State Gaming Agency a request to be heard on any

denial of a Determination of Suitability.

- 4.17.33 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.
- 4.17.34 To assist Management in taking all steps necessary and appropriate to insure the physical safety of all Tribal Gaming Enterprises, their Licensees, patrons and employees.
- 4.17.35 Notwithstanding any authority granted herein, the Tribal Commission shall endeavor to follow rules, regulations, standards, specification and procedures which are consistent with the State Gaming Agency's rules, regulations, standards, specifications and procedures adopted pursuant to Sections 4.0-9.0 of the Compact.
- 4.17.36 To enact and adhere to its own internal controls including a Conflict of Interest Policy governing Tribal Commissioners and Tribal Gaming Commission staff

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

4.19 Tribal Commission Regulations.

4.19.1 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") guidance on Class III MICS as issued by the NIGC;
- (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.

4.19.2 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 Business Council and both resolutions filed for the record in the office of the Tribal Secretary.

- 4.20 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 any 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.
- 4.20.1 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.
- 4.20.2 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.
- 4.21 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 a hearing pursuant to Section 4.23.
- 4.22 Reserved.**
- 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, within five (5) days after the event giving rise to the concern, provide a written notice setting forth, with specificity, the issues to be resolved.
- 4.23.3 Hearing The Tribal Commission shall, within five (5) days after the notice of hearing pursuant to 4.23.2, provide the affected parties the right to present 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 The Tribal Commission shall render a written decision upon the conclusion of any hearing conducted pursuant to this Section. The Commission will endeavor to deliver its written decision within thirty (30) days, however additional time may be required as determined by the Tribal Commission.

4.23.6 Appeals Request. Affected parties may appeal a Tribal Commission determination by filing a written appeal request to the Tribal Business Council within ten (10) days of receiving the Tribal Commission's written decision. A written appeal request must identify the basis for the appeal and shall summarize a specific error or injustice which allegedly occurred in the hearing process.

4.23.7 Appeals Procedure.

4.23.7.1 The Tribal Business Council may grant or deny the appeal request in its discretion. If an appeal request granted, the Tribal Business Council may choose to schedule a hearing, or may issue a decision on the written record. The Tribal Business Council shall make its best effort to issue a written decision within ten (30) days of any hearing or within thirty (10) days if it does not conduct an appeal hearing.

4.23.7.2 Any decision of the Tribal Business Council on appeal shall be final and not subject to further appeal.

4.25 Quarterly Report to the Tribal Business Council. The Tribal Commission shall file a quarterly report to the Tribal Business Council summarizing reports received from each of the Tribe's Gaming Facilities and make such comments as it deems necessary to keep the Tribal Business 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.
- 5.1.4 The Gaming Enterprise shall not employ an individual as 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.

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 application form shall include the following notices:

5.2.2.1. 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.S. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission (NIGC) members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, Local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal, or regulatory investigations of gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you for a primary management official or key employee position.

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

5.2.2.2. False Statement

A false statement on any part of your license application may be grounds for denying a license or 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:

- (1) The full name, other names used (oral or written), address, telephone number, age, birth date and place, citizenship, gender, and social security number or business identification number of the Applicant.
- (2) 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. If the Applicant has been issued more than one (1) driver's license number within the last five (5) years, each driver's license number.
- (3) 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.
- (4) The names and addresses of the Applicant's Immediate Family.
- (5) The Applicant's criminal and civil record, if any, and an explanation of any crimes for which he has been convicted or civil suits he has lost, or to which he has entered a plea of *nolo contendere*.
 - (i) 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;
 - (ii) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application, the name and address of the court involved and the date of disposition, if any;
 - (iii) For each criminal charge (excluding minor traffic violations), whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application, and is

not otherwise listed pursuant to paragraphs (5)(i) – (ii) of this section , the criminal charge, the name and address of the court involved and the date and disposition.

- (6) A disclosure of any judgment rendered against the Applicant.
- (7) The names, current addresses and telephone numbers of three (3) personal references who are not related to the Applicant, including one (1) personal reference acquainted with the Applicant during each period of residence listed under paragraph (2) of this section.
- (8) A list of the Applicant's previous jobs over the preceding five (5) years and his present business affiliations.
- (9) A description of any existing and previous business relationships with the gaming industry generally, including ownership interest in those businesses.
- (10) A description of any existing and previous business relationships with other tribes, including any ownership interests in those businesses.
- (11) A sworn statement whether the Applicant or any member of his/her Immediate Family has a past or current financial interest in any Gaming-related enterprise anywhere.
- (12) 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.
- (13) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational licenses or permit, whether or not such license or permit was granted.
- (14) A statement of all languages written or spoken.
- (15) 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.
- (16) A complete disclosure of any pending or anticipated civil or criminal action against the Applicant.
- (17) Any other information the Tribe deems relevant.

- (18) Fingerprints obtained in accordance with procedures adopted by the Tribe according to § 522.2 (h) § 556.4 (a)(1)-(14).
- (19) 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.
- (20) A sworn statement that the Applicant will abide by all applicable Tribal and Federal laws, regulations and policies.
- (21) Two (2) photographs of the Applicant taken within the past year.
- (22) A written statement that the information contained in the Application is true and correct to the best of Applicant's knowledge.
- (23) Current business and residential telephone numbers, and all cell phone numbers.

5.2.4.1 If, in the course of a background investigation, a tribe discovers that the applicant has a notice of results on file with the NIGC from a prior investigation and the tribe has access to the earlier investigate materials (either through the NIGC or the previous tribal investigative body), the tribe may rely on those materials and update the investigation and investigative report under § 556. (b)(1).

5.2.4.2 In conducting a background investigation, a tribe or its agents shall keep confidential the identity of each person interviewed in the course of the investigation.

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 Compact.

5.3 Review of License Application. The Tribal Commission is responsible for thoroughly reviewing and conducting background investigations 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 Tribal Commission may enter into an agreement with the Lassen County Sheriff's Office and/or the Lassen County Office of Education, located in Lassen County, State of California, to take the applicant's fingerprints. Each applicant shall submit the completed fingerprint card along with his/her application to the Tribal Commission.

5.3.2 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. Before a license is issued, an authorized Tribal official, identified by the Tribal Commission, shall review an Applicant's prior activities, criminal record (if any), reputation, habits, and associations in order to make a finding concerning the eligibility of that person for receiving a gaming license for key employees and primary management officials.

5.3.3 The Tribal Commission shall create, maintain, and provide an investigative report as to findings and conclusions of each background investigation, including, but not limited to:

5.3.3.1 Steps taken in conducting a background investigation;

5.3.3.2 Results obtained;

5.3.3.3 Conclusions reached;

5.3.3.4 The basis for those conclusions.

5.3.4 The Tribal Commission shall transmit the Applicant's Application, file, and copies of the eligibility determination included with the Notice of Results, to the NIGC and the State Gaming Agency before the licensing of a primary management official or key employee. The tribe may issue a license after submission of the Notice of Results to NIGC.

5.3.5 The Tribal Commission shall maintain the Applicant's complete application file, including applications, background investigation reports, and eligibility determination reports, and all information listed in Section 5.2.4. for inspection by the NIGC for no less than three (3) years from the date of termination of employment.

5.3.6 The Tribal Commission, when it does not license an Applicant, shall notify the NIGC and forward copies of the Tribal Commission's eligibility determination report and notice of results for inclusion in the Indian Gaming Individuals Record System..

5.3.7 The Tribal Commission, and its investigators, shall keep confidential the identity of each person interviewed in the course of conducting a background investigation.

5.3.8 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.

5.3.8.1 The notice of results must be submitted to the NIGC no later than sixty (60) days after the applicant begins working for the Gaming Enterprise. The notice shall contain:

1. Applicant's name, date of birth, and social security number;
2. Date on which applicant began or will begin work as a 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 License 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.
 - v. A copy of the eligibility determination made under § 556.5.

5.4 Authorized Entity for Fingerprint Cards. The Tribal Commission may enter into an agreement with the Lassen County Sheriff's Office to receive and process fingerprint cards for background investigation purposes. Such background investigation shall, at a minimum, include a check of State and local criminal history records as well as records maintained by the Federal Bureau of Investigation. The Tribal Commission may also designate the NIGC as its authorized entity for receiving and processing fingerprint cards for background investigation purposes, so long as such background investigation, at a minimum, includes a check of criminal history records information maintained by the Federal Bureau of Investigation.

5.5 Notification and MOU with NIGC. If the Tribal Commission chooses to utilize the NIGC pursuant to Section 5.4 above, The Tribal Commission, with consent of the Tribal Council, shall notify the NIGC of the forwarding of Tribal Gaming License applications to NIGC. Before obtaining and processing fingerprint cards for background investigation purposes, the Tribal Commission shall enter into a Memorandum of Understanding (MOU) with the NIGC providing that any and all criminal result obtained from the fingerprint cards for background investigation purposes shall be viewed by Tribal government officials only.

5.6 Scope and Types of License.

5.6.1 Class "KG" License. A Class "KG" License is for Key Employees and Primary Management Officials. A person maintaining a Class "KG" license shall be able to perform job duties and responsibilities associated with positions which require a Class KG, or NG License.

5.6.2 Class "NG" License. A Class "NG" License is for Non-Gaming Employees. A person maintaining a Class "NG" license shall only be able to perform job duties and responsibilities associated with positions which require a Class NG License.

5.6.3 Class "FS" License. A Class "FS" License is for Financial Source Providers.

5.6.4 Class "V" License. A Class "V" License is for Gaming Resource Suppliers and other Vendors the Tribal Commission requires to be licensed.

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 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.

5.7.3 Temporary licenses may last no longer than 90 days.

5.8 License Issuance, Term and Substance.

5.8.1 Issuance Upon completion and submission of notice of results of the applicant's necessary background investigation to the NIGC, as required by Section 5 of this Code, and after the Tribal Commission has complied with the Thirty (30) day NIGC review requirements found in 25 C.F.R.

§558.3 and §558.4, the Tribal Commission may issue a License on a conditional or unconditional basis.

5.8.1.1 If the Tribal Commission 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, the Tribal Commission 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.

5.8.1.2 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 of this Ordinance.

5.8.1.3 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.

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 on its face the name of the Applicant, the Tribal Logo, the Licensee who employs him, and the license number. It shall also include a photograph of Licensee.

5.8.4 Conditional license. The issuance of a conditional gaming license to a person of marginal suitability shall require the applicant to sign a conditional license agreement with the Tribal Commission.

5.8.4.1 A conditional license shall be valid for no longer than one (1) year from the date of issue.

5.8.4.2 Every conditional license agreement shall include an express waiver of all notice and hearing requirements normally associated with the revocation and suspension of a license.

5.8.4.3 Every conditional licenses shall be tailored to the specific licensing suitability deficiencies of an applicant and may include, but is not limited to, the following sample conditions:

5.8.4.3.1 The conditional licensee shall enroll in and successful complete an alcohol and/or drug treatment program

approved by the Tribal Commission within a prescribed time period. Failure by the licensee to provide proof of successful completion of a treatment program within the time prescribed shall be grounds for immediate license revocation;

- 5.8.4.3.2 The conditional licensee shall abide by all tribal, federal, and state laws, rules and regulations; a conviction of any type, in any jurisdiction while holding a conditional gaming license shall be grounds for immediate license revocation. A conditional license may be summarily suspended pending the outcome of a conditional licensee's trial following the arrest or citation of a conditional licensee, the indictment of a conditional licensee, or the filing of charges by an appropriate official in any jurisdiction against a conditional licensee;
- 5.8.4.3.3 The conditional licensee shall report any arrest, citation, charge, or conviction of any misdemeanor, or felony offense, in any jurisdiction, within five (5) days of the related incident. Failure by the conditional licensee to notify the Tribal Commission of any, misdemeanor or felony, arrest, citation, charge, or conviction in any jurisdiction, within five (5) days of the related incident shall be grounds for immediate license revocation;
- 5.8.4.3.4 The conditional licensee shall not appear at the Casino, either on duty or off, while intoxicated. Such appearance shall be grounds for immediate license revocation;
- 5.8.4.3.5 The conditional licensee shall not test positive for the use of drugs or alcohol in any required employee drug and alcohol testing program established by the tribal gaming facility. Any such positive test result shall be grounds for immediate license revocation;
- 5.8.4.3.6 The conditional licensee shall adhere to all policies and procedures of the gaming facility, and any violation of gaming facility policies or procedures shall be grounds for immediate license revocation;
- 5.8.4.3.7 The conditional licensee shall satisfy any tax liens, civil judgments, court ordered child support or other financial obligations within a prescribed time limit. Failure to satisfy such financial obligations shall be grounds for immediate license revocation.

5.9 License Denial. Any Application for a License shall be denied if the authorized Tribal official, in applying the standards adopted in this Ordinance, determines the Application is incomplete or deficient, or that the employment or licensing of the Applicant poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the danger of unsuitable, unfair or illegal practices and methods and/or activities in the conduct of gaming,. If the foregoing determinations about the Applicant are made, no management contractor or Tribal gaming operation shall employ or license the Applicant.

5.9.1 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 licenses after reconsideration, it shall:

5.9.1.1 Notify the NIGC; and

5.9.1.2 Forward copies of the eligibility determination and notice of results of the applicant’s background investigation to the NIGC for inclusion in the Indian Gaming Individual 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 Identification Card Upon Request. Licensees must visibly display their Identification Card during working hours and must produce such Identification Card upon the request of any Person.

5.11.1 Proper display shall be the upper shirt area.

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 statements on the Application;
- (3) The Licensee participated in Gaming that was not authorized by any Gaming License or regulatory approvals, and therefore deemed illegal;
- (4) The Licensee attempted to bribe a Tribal Business 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 violated this Code or the rules and regulations of the Tribal Commission;
- (9) The Licensee has been convicted or has entered a plea of *nolo contendere* to any crime involving Gaming, fraud, theft, or embezzlement.
- (10) The Licensee has refused to comply with any lawful order, inquiry or directive of the Tribal Commission, the Tribal Business 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;

5.12.2 Procedure for Suspension

- (1) Upon reasonable cause that a violation of the Code has occurred, 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 the NIGC notifies the Tribe that it has received reliable information indicating that a key employee or primary management official is not eligible for employment under 25 C.F.R. §558.2, the Tribal Commission or its designee shall immediately suspend such license and notify the licensee in writing that his/her license has been suspended and may be revoked.
- (3) Such notice shall state the reason for the suspension and/or order, and the time and place for the hearing before the Tribal Commission pursuant to Section 4.23 herein.

- (4) A right to a hearing under this part shall vest only upon receipt of a license granted under an ordinance approved by the Chair.
- (5) 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.
- (6) The hearing shall be set for not less than two (2) days or more than seven (7) days from the date of the notice. The hearing shall be governed in all respects in accordance with Tribal law and Tribal Commission regulations. Following a revocation hearing, the Tribal Commission shall decide whether to revoke or reinstate the license at issue. Any suspension decision of the Tribal Commission after hearing may be reviewed pursuant to Section 4.23.
- (7) The Tribal Commission shall notify NIGC of its decision to revoke or reinstate a license within forty-five 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, 1988, 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 Business Council resolution.
- 5.13.4 The Tribe has the sole proprietary interest and any Management Contract will be consistent with Tribal and Federal law and is properly approved by the Chairman of the NIGC.

5.14 Facility License. The Gaming Facility authorized by the Compact and this Code shall be licensed by the Tribal Gaming Commission.

- 5.14.1 Facility License shall be issued if each gaming facility meets the following criteria:
 - (1) The Tribal Commission has determined, based on the reports of qualified inspectors and a review by the Tribal Commission of all relevant contracts and operational policies and procedures, including safety manuals and intergovernmental agreements relating to environmental protection, health, safety and emergency services, that

the Gaming Facility has been constructed and shall be maintained and operated in a manner that adequately protects the environment and the public health and safety.

- (2) The construction, expansion or modification of the Facility shall meet the Building and Safety Code pursuant to Title III of this Code.
- (3) The construction, expansion or modification of the Facility shall meet the standards of the federal American with Disabilities Act pursuant to Title III of this Code.
- (4) 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 Gaming Commission shall issue to the Facility a Certificate of Occupancy, which shall be reissued upon similar inspections every two years.

5.14.2 Upon the issuance of a Facility License, the Tribal Gaming Commission shall forward the License to the State Gaming Agency within ten (10) days of issuance.

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

5.14.4 The Tribal Commission 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.

5.15 State Gaming Agency Suitability Determination.

5.15.1 Except as provided in Sections 5.15.2 and 5.15.3 below, the Gaming Enterprise will not employ or affiliate with any Person whose application to the State Gaming Agency for a determination of suitability has been denied.

5.15.2 Notwithstanding Section 5.15.1, the Gaming Enterprise 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 and 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 Gaming Enterprise prior to the effective date of the Compact.

5.15.3 Notwithstanding Section 5.15.1, the Gaming Enterprise 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 and current Tribal License;

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

(4) The Person is not an Employee of another Gaming Enterprise;

5.16 Miscellaneous Licensing Provisions.

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

5.16.2 Each Licensee shall have a copy of the Code and regulations readily available for inspection by any Person at each authorized Gaming site.

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

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 three (3) years:

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

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

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

instruments.

- 6.2.4 Individual and statistical game records to reflect statistical drop and statistical win for electronic, computer, or other technologically assisted games.
- 6.2.5 Contracts, correspondence and other transaction documents relating to all Gaming Vendors.
- 6.2.6 Records of all 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.
- 6.2.8 The Tribal Commission shall retain the following documentation for no less than three (3) years from the date a Primary Management Official or Key Employee is terminated from employment with the Gaming Enterprise:
 - 6.2.8.1 Application for Licensing;
 - 6.2.8.2 Investigative Reports; and
 - 6.2.8.3 Eligibility Determinations

6.3 Audit Requirements.

- 6.3.1 The Tribe shall cause to be conducted independent audits of gaming operations annually and submit those results of those audits to the Tribal Commission, the Tribal Business Council, the State Gaming Agency, and the National Indian Gaming Commission.
- 6.3.2 All gaming-related contracts between the Gaming Enterprise and another Person that result in the purchase of 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.

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 RESTRICTIONS AND COMPLIANCE

7.1 Number of Facilities.

- 7.1.1 The Tribe may establish and operate not more than two Gaming Facilities, and only on those lands on which Gaming may lawfully be conducted under IGRA.
- 7.1.2 The Tribe may combine and operate in each Gaming Facility any forms and kinds of Gaming permitted under the Compact, IGRA and this Code.

7.2 Gaming Device Restrictions.

- 7.2.1 Number of Devices The Tribe may offer no more than Two Thousand Gaming Devices combined for all Facilities.
- 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 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, repair 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 the Gaming Laboratories International, Incorporated standards.

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 Twenty-one (21) shall be permitted to place any wager, directly or indirectly, in any Gaming Activity.
- 7.4.5 No Person under the age of Twenty-one (21) shall be permitted in any room in which Gaming is being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

7.4 Methods of Payment.

- 7.4.1 Gaming chips 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.

7.5 Compliance requirements.

- 7.5.1 Evidence of win or loss incurred by a Player must, upon request, be provided in such form as will be acceptable to the Internal Revenue Service.
- 7.5.2 The Enterprise shall pay all fees and file all reports required by law within the time prescribed.
- 7.5.3 The Enterprise shall respond immediately to all inquiries, subpoenas, or orders of the Tribal Commission, the State Gaming Agency, the Tribal Business Council, or the NIGC.
- 7.5.4 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 Business Council or their designee.

7.6 Miscellaneous.

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

creed in its employment practices related to Gaming.

SECTION 8. ENFORCEMENT

- 8.1 Jurisdiction.** Except as provided in this Code or the Compact, the Tribal Commission and Tribal Court 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 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 participation in Gaming Activity by or with an intoxicated or disorderly Player.
 - 8.2.10 Allowing or participating in the sale of liquor when such sale is prohibited by Tribal law.
 - 8.2.11 Accepting consideration other than money, tokens 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 game of chance.
- 8.2.15 Soliciting, directly or indirectly, or using inside information on the nature or status of any Gaming Activity for the benefit of an individual.
- 8.2.16 Tampering with a Gaming Device, attempting to conspire to manipulate the outcome or the payoff of a Gaming Device, or otherwise unlawfully tampering with or interfering with the proper functioning of the machine.
- 8.2.17 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 Twenty-one (21) to participate in a Gaming activity.
- 8.2.22 Possessing any illegal narcotics or controlled substances on any licensed Gaming site.
- 8.2.23 Stealing or attempting to steal funds or other items of value from any Gaming Facility or from the Tribal 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.

8.3 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 exceed two (2) years. 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 final 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 fine shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages, nor bar the power of the Tribal Court to punish for contempt, nor bar any criminal prosecution against any officer, director, agent, or employee of any Licensee, or any other Person.
- 8.6 Purpose of Civil Penalties.** The civil fines imposed under this Code are intended to be remedial and not punitive and are designed to compensate the Tribe for the damage done to the peace, security, economy and general welfare of the Tribe and the Reservation, and to compensate the Tribe for costs incurred by the Tribe in enforcing this 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 in the Gaming Disputes Court 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 Business Council , State Gaming Board and NIGC.

SECTION 9. GAMING MANAGEMENT

9.1 Management by a Management Contractor.

- 9.1.1 The Management Contractor, or if no Management Contractor of 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 2.30.
- 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 problems 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 for Management. The Tribal Commission shall, with the input and suggestions of Primary Management Officials, promulgate rules and regulations or specifications governing the following subjects:

- 9.2.1 The enforcement of all relevant laws and rules with respect to the Gaming Operation and the Facility;
- 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 procedures 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 and/or in electronic form;
 - (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;
- 9.2.7 Maintenance of a list of persons barred from the Gaming Facility;
- 9.2.8 In accordance with Section 9.6 of the Compact, except as provided in subdivision 9.6(c) of the Compact, no State Gaming Agency regulation shall be effective with respect to the Tribe's Gaming Operation unless it has first been approved by the Association, and further, the Tribe has had an opportunity to review and comment on the proposed regulations.

9.3 Insurance Requirements. Pursuant to the Compact, the Management Contractor or if no Management Contractor of the Tribe, shall ensure that the Enterprise shall carry a minimum of Ten Million Dollars (\$10,000,000.00) liability insurance to protect the public in the event of an accident.

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 reporting requirements.

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 between the Management Contractor and another Person for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of Twenty-five Thousand Dollars (\$25,000) annually shall be subject to an independent audit. For the purposes of the previous sentence, the term "services" does not include contracts the purpose of which is to extend financing to the Management Contractor, the Tribe, or the Enterprise.

9.5.3 Copies A copy of all such audits shall be provided to the Tribal Commission, the Tribal Business Council, State Gaming Agency and the NIGC.

9.6 Annual Reports from Management Contractor. Management Contractors must file an annual report with the Tribal Commission and the Tribal Business Council between the 15th and the last day of the 12th month duration of each such License period. The report shall include, at a minimum, the following information:

9.6.1 The name, address and telephone number of the Licensee;

- 9.6.2 The names, addresses and titles of all of its current managers of the Licensee;
- 9.6.3 A description of the Gaming operated and Gross Revenue;
- 9.6.4 The name and address of the Person who will be designated as Primary Management Official, or new Key Employees over the next License Term;
- 9.6.5 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;
- 9.6.6 A sworn statement that the Licensee has complied with the IRS including written notice of customer winning;
- 9.6.7 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;
- 9.6.8 A sworn statement that the Licensee will continue to comply with all Tribal and Federal laws applicable to Gaming;
- 9.6.9 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
- 9.6.10 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.

9.7 Management Contracts.

- 9.7.1 Each Management Contract is subject to the prior approval of the National Indian Gaming Commission.
- 9.7.2 Each Management Contract shall be approved by the Tribal Business Council. In making its selection, the Tribal Business 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 9.7.2(1).
- (4) The Tribal Business Council shall undertake any additional steps it can to determine the character and reputation of each proposed management contractor.
- (5) If the Tribal Business 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 Tribal Business Council approves it.

9.7.3 Any Management Contract approved by the Tribal Business 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 and 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 seven (7) years or 30% of Net Revenues.
- (5) A provision for termination of the contract and the grounds for termination.

9.7.4 If the Tribal Business 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 addressed in a fair and orderly manner. However, nothing in these procedures shall be construed as a waiver of the Tribe's sovereign immunity, or any of the rights and privileges attendant thereto.

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 disputes (hereinafter collectively "disputes") in the first instance to gaming management at the gaming facility, either orally or in writing.

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

10.2.3 Gaming management shall develop formal administrative procedures for the processing of patron complaints and disputes, such procedures shall be finalized only after Tribal Council review and approval. The final procedures shall include the following minimum requirements.

- (1) 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.).
- (2) Gaming management shall conduct an investigation, if appropriate and inform the complainant, either orally or in writing, about its initial determination as soon as is reasonably practicable. At that time, if the complainant indicates that he or she has additional concerns or is not satisfied, gaming management shall schedule an informal hearing, if practical and appropriate, and thereafter inform the complainant of its final determination and inform the complainant that if they are dissatisfied with the final

determination they may request a review of the initial determination by the Tribal Commission.

10.3 Formal Dispute Resolution Procedure.

- 10.3.1 Complainants who have followed the initial dispute resolution procedure, and who are unsatisfied with gaming management's initial determination, may request a review of the initial determination by the Tribal Commission in writing no later than 5 days after being informed about the initial determination.
- 10.3.2 The Tribal Commission may review the initial determination and investigate the dispute in any manner it chooses. The Tribal Commission, if it accepts to review the initial determination, may offer the complainant a fair opportunity to be heard in person or through counsel about the dispute, either before or after the Tribal Commission makes its own inquiries. The complainant's opportunity to be heard, if granted, shall take place within thirty (30) days after the Commission receives the complainant's written request.
- 10.3.3 After reviewing and/or investigating (if the Tribal Commission chooses), and within thirty (30) days after affording the complainant an opportunity to be heard (if the Tribal Commission chooses), the Tribal Commission shall issue a written opinion on the complainant's written request for review, and shall mail a copy of the opinion to the complainant at his/her last known address. The decision of the Tribal Commission is final.