



December 4, 2023

VIA EMAIL

Wena Supernaw, Chair
Quapaw Nation
P.O. Box 765
Quapaw, OK 74363-0765

Re: Quapaw Nation Amended and Restated Gaming Ordinance

Dear Chair Supernaw:

This letter is to inform you that the Quapaw Nation's amended and restated gaming ordinance (Ordinance), enacted by Resolution No. 091623-J on September 16, 2023, and submitted to the National Indian Gaming Commission (NIGC) on September 20, 2023, is approved. The Ordinance is consistent with the requirements of the Indian Gaming Regulatory Act (IGRA) and NIGC regulations.

We understand that the Ordinance was drafted in accordance with the 2018 NIGC Revised Model Gaming Ordinance and ensures consistency with federal and tribal law and the Nation's tribal-state class III gaming compact with the State of Oklahoma. Please be aware that on August 15, 2023, the NIGC published final rules for Parts 502 (Definitions) and 558 (Gaming Licenses for Key Employees and Primary Management Officials), which became effective on September 14, 2023. The Nation's Ordinance does not reflect the recent changes made to the definitions of "key employee" and "primary management official" at 25 C.F.R. §§ 502.14 and 502.19, respectively. However, during a November 14, 2023 meeting with the NIGC Office of General Counsel, the Nation's legal team explained that Section 4 of the Ordinance (Definitions) is intended to incorporate into the Ordinance any subsequent changes made to the terms defined in IGRA and NIGC regulations, and to the extent there is a difference between a term defined in both the Ordinance and IGRA or NIGC regulations, the definitions in IGRA and NIGC regulations control. With that understanding, we recommend that these changes be incorporated into the Nation's Ordinance the next time it is amended for clarity.

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

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Thank you for submitting this ordinance for NIGC review. If you have any questions or require anything further, please contact Mila Ervin at (301) 751-7700 or Femila.Ervin@nigc.gov.

Sincerely,


E. Sequoyah Smermeyer
Chairman

cc: Erick Giles, Outside General Counsel, Drummond Woodsum
Pamela Lanier, Legal Counsel, Downstream Casino Resort

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QUAPAW NATION

P.O. Box 765
Quapaw, OK 74363-0765

(918) 542-1853
FAX (918) 542-4694

RESOLUTION NO. 091623-J

A RESOLUTION TO APPROVE THE AMENDED AND RESTATED 2023 QUAPAW NATION GAMING ORDINANCE

WHEREAS, the Quapaw Nation is a federally recognized Indian tribe (the "Nation" or the "Tribe" or "Tribal ") and is governed by the Resolution Authorizing the Quapaw Nation Business Committee to Speak and Act on Behalf of the Quapaw Nation of Indians, known as the "Governing Resolution" adopted by the Quapaw Indian Council on August 19, 1956, and approved by the Commissioner of Indian Affairs on September 20, 1957;

WHEREAS, the Quapaw Nation asserts its jurisdiction to the fullest extent recognized by law over the lands within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833;

WHEREAS, the Governing Resolution delegates authority to the Quapaw Nation Business Committee to speak and act on behalf of the Quapaw Nation;

WHEREAS, the Business Committee is thus empowered and obligated to transact Tribal business, including enacting resolutions, laws, and policies to promote the economic health and welfare of the Quapaw Nation;

WHEREAS the Business Committee enacted and thereafter amended the Gaming Ordinance of the Quapaw Tribe (O-Gah-Pah) to establish the legal and regulatory framework for the regulation, control, and licensing for the operation of all gaming activities within the jurisdiction of the Quapaw Nation, and for such other purposes as are set out in the Gaming Ordinance of the Quapaw Tribe (O-Gah-Pah);

WHEREAS, the Business Committee wishes to amend and restate the Gaming Ordinance of the Quapaw Tribe (O-Gah-Pah) as the 2023 Quapaw Nation Gaming Ordinance to include relevant provisions of the 2018 NIGC Model Ordinance, to ensure consistency with current federal law, and to ensure consistency with the Tribal-State Gaming Compact Between the State of Oklahoma and the Quapaw Nation.

THEREFORE BE IT RESOLVED, the Quapaw Nation Business Committee finds and determines as follows:

1. **Findings.** The Quapaw Nation Business Committee finds and determines that (i) the Quapaw Nation Business Committee has full power and authority to adopt this Resolution; (ii) the amended and restated 2023 Quapaw Nation Gaming Ordinance includes relevant provisions of the 2018 NIGC Model Ordinance, is consistent with federal law, and incorporates all updates thereto; (ii) the amended and restated 2023 Quapaw Nation Gaming Ordinance is consistent with the Nation's current Tribal-State Compact with the State of Oklahoma and incorporates all updates thereto; (iii) the amended and restated 2023 Quapaw Nation Gaming Ordinance, upon its Effective Date, will be consistent with all Quapaw Nation law; and (iv) Quapaw Nation Business Committee's adoption of this Resolution and the authorization of Chair Supernaw to

submit the amended and restated 2023 Quapaw Nation Gaming Ordinance to the National Indian Gaming Commission for federal approval and to otherwise take such actions as are necessary to fulfill the purpose and intent of this resolution are each in the best interest of the Quapaw Nation and further each is consistent with the laws of the Quapaw Nation.

2. **Adoption and Rescission.** The Quapaw Nation Business Committee approves, adopts, and authorizes the amended and restated 2023 Quapaw Nation Gaming Ordinance dated September 16, 2023, to be sent for federal approval by the National Indian Gaming Commission. Upon the Effective Date of the amended and restated 2023 Quapaw Nation Gaming Ordinance as set forth therein, the Gaming Ordinance of the Quapaw Tribe of Oklahoma (O-Gah-Pah) shall be rescinded immediately and without further action required by the Quapaw Nation Business Committee.
3. **Authorization.** The Quapaw Nation Business Committee hereby authorizes the Chair to submit the amended and restated 2023 Quapaw Nation Gaming Ordinance dated September 16, 2023, to the National Indian Gaming Commission for federal approval and to otherwise take such actions as are necessary to fulfill the purpose and intent of this resolution.
4. **Miscellaneous.** If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same, and further, this Resolution shall become effective as of the date and time of its passage and approval by the Quapaw Nation Business Committee.

CERTIFICATION

The foregoing Resolution of the Quapaw Nation was presented and duly adopted through a regular meeting of the Quapaw Nation Business Committee on September 16, 2023, with a vote reflecting 5 yes, 0 no, 1 vacant, 1 abstaining, and 0 absent.


Wena Supernaw, Chair
Quapaw Nation Business Committee


Sonny Glass, Vice-Chair
Quapaw Nation Business Committee



2023 QUAPAW NATION GAMING ORDINANCE

As proposed to the Quapaw Nation Business Committee and based upon the
NIGC's 2018 Model Gaming Ordinance

SEPTEMBER 16, 2023

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Section 1. Authority and Purpose

The Quapaw Nation Business Committee of the Quapaw Nation, formerly known as the Quapaw Tribe of Indians (“Nation”), empowered by the Resolution Delegating Authority to the Quapaw Tribal Business Committee to Speak and Act in Behalf of the Quapaw Tribe of Indians duly adopted on August 19, 1956, and approved by the Commissioner of Indian Affairs on September 20, 1957, as amended, to enact ordinances on their behalf, and whose General Council has elected to be known as the Quapaw Nation, rather than as the Quapaw Tribe of Indians by ballot question appearing on the Annual Election ballot on July 28, 2018, as recognized by the United States Bureau of Indian Affairs, the following ordinance being subject to the Approval of the Chairman of the National Indian Gaming Commission under the Indian Gaming Regulatory Act., Pub. L. 100-497, 25 U.S.C. §§ 2701 et seq., and 18 U.S.C. §§ 1166-68, the said Quapaw Nation Business Committee hereby enacts this ordinance in order to govern and regulate the operation of Class II and Class III Gaming Enterprises on the Nation’s Indian Lands to promote tribal economic development, self-sufficiency and sovereignty; to shield the operation of gaming from organized crime and other corrupting influences; and to ensure that gaming is conducted fairly and honestly by both the operator and players.

Section 2. Sovereign Immunity & Jurisdiction Over Gaming Activities

A. Notwithstanding any provisions herein, this ordinance shall not limit or restrict the inherent sovereignty of the Quapaw Nation, and neither the ordinance nor any of its provisions shall operate to waive, in whole or in part, the sovereign immunity of the Quapaw Nation. As a sovereign nation, the Quapaw Nation possesses and exercises its governmental authority, powers, and jurisdiction and to the fullest extent permitted under law over all of its Indian Country, including over all gaming activities and Gaming Enterprises and other activities conducted within its Indian Lands, subject to the authority of the United States where and as specified under pertinent federal

law.

B. The act of entry by any person or entity upon the premises of a gaming establishment subject to this ordinance, the act of transacting business with any Quapaw Nation governmental instrumentality, agency, component, enterprise, authority, or other tribal entity subject to this ordinance, the act of applying or accepting employment with a Gaming Enterprise, or the act of applying for any license required by this ordinance shall constitute consent to the civil and/or, where applicable, criminal jurisdiction of the Quapaw Nation, including consent to the jurisdiction of the courts and the governmental bodies and agencies of the Nation, with respect to any civil or regulatory matter arising out of such consensual relationship with the Quapaw Nation. The act of entry into the jurisdiction of the Nation by an extraterritorial seller or merchant or other person engaged in commerce, or by their agent, shall be considered consent by such person or entity to the jurisdiction of the Nation, including the jurisdiction of the courts, governmental bodies, taxing authorities, and regulatory agencies of the Nation, for any dispute or other matter arising out of such transaction, regardless of where the sale or transaction was made or took place.

C. All entities or persons who apply for licenses under this ordinance shall be required, as a condition to such licensing, to acknowledge the authority and jurisdiction of the Nation, including the jurisdiction of the courts of the Nation, the Quapaw Nation Gaming Agency, and the Quapaw Nation Gaming Commission, over their activities and transactions conducted within the Indian Country of the Nation and with the Gaming Enterprises of the Nation. As a further condition to such licensing, all such persons or entities shall be required to acknowledge their duty to comply with all applicable Quapaw Nation and federal laws and regulations and the terms of any gaming compact(s) between the Nation and the State of Oklahoma then in effect and as may subsequently be amended.

Section 3. Applicability

Unless specifically indicated otherwise, all provisions of this ordinance shall apply to Class II and Class III gaming on the Nation's Indian Lands.

Section 4. Definitions

The following terms shall have the same meaning and effect as those same terms as defined in the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. §§ 2701 *et seq.*, and the National Indian Gaming Commission ("NIGC") regulations, 25 C.F.R. §§ 500 *et seq.*, if they are defined in IGRA and the NIGC's regulations.

A. Agent. An employee of the Quapaw Nation Gaming Agency, which agency is responsible for the tasks outlined in this ordinance and which agency reports to the Commission as set forth herein.

B. Class I gaming.

1. Social games played solely for prizes of minimal value; or
2. Traditional forms of Indian gaming when played by individuals in connection with tribal ceremonies or celebrations.

C. Class II gaming.

1. Bingo or lotto (whether or not electronic, computer or other technologic aids are used) when players:
 - a. Play for prizes with cards bearing numbers or other designations;
 - b. Cover numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and
 - c. Win the game by being the first person to cover a designated pattern on such cards;
2. Pull-tabs, punch boards, tip jars, instant bingo and other games similar to bingo, if played in the same location as bingo or lotto;
3. Non-banking card games that:
 - a. State law explicitly authorizes, or does not explicitly prohibit, and are played legally anywhere in the state; and
 - b. Players play in conformity with state laws and regulations concerning hours, periods of operation, and limitations on wagers and pot sizes;

D. Class III gaming. All forms of gaming that are not class I or class II gaming, and permitted by the Tribal-State Gaming Compact in effect, including, but not limited to:

1. Any house banking game, including but not limited to –
 - a. Card games such as baccarat, chemin de fer, blackjack (21), and pai gow (if played as house-banking games); and
 - b. Casino games such as roulette, craps, and keno;

2. Any slot machines, as defined in 15 U.S.C. § 1711(a)(1), and electronic or electromechanical facsimiles of any game of chance;
3. Any sports betting and pari-mutuel wagering, including but not limited to, wagering on horse racing, dog racing or jai alai; or
4. Lotteries.

E. Commission or Gaming Commission. The Quapaw Nation Gaming Commission established by this ordinance to perform regulatory oversight and to monitor compliance with tribal, federal, and applicable state regulations as set forth herein.

F. Commissioner. A Quapaw Nation Gaming Commissioner.

G. Directly related to. A spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, or first cousin.

H. Facility or facility. Any Nation-owned building located on Indian lands in which covered games authorized by the Tribal-State Compact are conducted by an Enterprise.

I. Facility License. A separate license issued by the Tribe to each place, facility or location on Indian Lands where the Tribe elects to allow class II or III gaming;

J. Gaming Enterprise, Enterprise, or enterprise. Each Nation-owned economic entity that is licensed by the Nation for the purpose of conducting Class II and Class III gaming on the Nation's Indian lands pursuant to IGRA. A Gaming Enterprise, Enterprise, or enterprise may be operated by the Nation directly; by a management contractor; or, under certain conditions, by another person or entity pursuant to IGRA.

K. Gaming Agency. The Quapaw Nation Gaming Agency established by this Ordinance to prepare internal audits, reports, and recommendations as set forth herein.

L. Indian Lands.

1. Land within the limits of an Indian reservation; or
2. Land over which an Indian tribe exercises governmental power and that is either;

- a. Held in trust by the United States for the benefit of any Indian tribe or individual; or
- b. Held by an Indian tribe or individual subject to restriction by the United States against alienation.

M. Key Employee.

1. A person who performs one or more of the following functions:
 - a. Bingo caller;
 - b. Counting room supervisor;
 - c. Chief of Security;
 - d. Custodian of gaming supplies or cash;
 - e. Floor manager;
 - f. Pit boss
 - g. Dealer;
 - h. Croupier;
 - i. Approver of credit; or
 - j. Custodian of gambling devices, including persons with access to cash and accounting records within such devices;
2. If not otherwise included, any other person whose total cash compensation from the Gaming Enterprise is in excess of \$50,000 per year or such other compensation, if any, required by NIGC regulation;
3. If not otherwise included, the four most highly compensated persons in the Gaming Enterprise; or
4. Any other person designated by the Nation as a key employee.

N. Licensee. A tribally owned Class II or Class III Gaming Enterprise or a person licensed by the Quapaw Nation Gaming Commission as a Primary Management Official, Key Employee or other gaming employee under the provisions of this ordinance.

O. Management Contract. Any contract, subcontract or collateral agreement between an Indian tribe and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of a Gaming Enterprise.

P. Nation. The Quapaw Nation, formerly known as the Quapaw Tribe of Oklahoma.

Q. Net Revenues. Gross gaming revenues of an Indian Gaming Enterprise

operation less:

1. Amounts paid out as, or paid for, prizes; and
2. Total gaming-related operating expenses, including all those expenses of the Gaming Enterprise commonly known as operating expenses and non- operating expenses consistent with professional accounting pronouncements, excluding management fees.

R. Primary Management Official.

1. The person(s) having management responsibility for a management contract.
2. Any person who has authority:
 - a. To hire and fire employees; or
 - b. To set up working policy for the Gaming Enterprise; or
 - c. The chief financial officer or other person who has financial management responsibility.
3. Any other person designated by the Nation as a Primary Management Official.

S. OMES. The Office of Management and Enterprise Services, or its successor agency, that being the State of Oklahoma agency having authority to carry out the State's oversight responsibilities under the Tribal-State Compact.

T. Security and Surveillance Employee. An employee of the Gaming Enterprise in the Security and/or Surveillance Departments, regardless of title or position.

U. Tribal-State Compact. A tribal-state agreement regarding class III gaming between the Nation and a state and entered into pursuant to 25 U.S.C. § 2710(d), including but not limited to the Tribal Gaming Compact between the Nation and the State of Oklahoma, and any amendment and/or supplement thereto.

Section 5. Gaming Authorized and Prohibited Acts

- A. Class II and Class III gaming are authorized to be conducted on the Nation's Indian lands, if such gaming is conducted in accordance with this ordinance, the Indian Gaming Regulatory Act, the NIGC's regulations, and any other applicable laws or regulations, including to

the extent authorized by any Tribal-State Compact between the Nation and the State of Oklahoma, including any amendments or supplements thereto. All such gaming shall be conducted in accordance with the Minimum Internal Control Standards ("MICS") as adopted and published by the NIGC, and as amended, supplemented, and/or supplanted from time to time.

- B. Prohibited Acts. In addition to other civil and criminal acts that may be regulated or prohibited by this ordinance, any Tribal-State Compact to which the Nation may be a party, other Quapaw law or applicable federal law, the following shall constitute prohibited activities and unauthorized gaming under this ordinance and shall subject any perpetrator to Gaming Commission action including, but not limited to, the imposition of civil penalties, referral to appropriate law enforcement authorities for criminal proceedings, and license suspension or revocation. It is prohibited for any person:
- a. To alter or misrepresent the outcome of a game or other event on which wagers have been made after the outcome is determined but before it is revealed to the players;
 - b. To place, increase or decrease a bet or to determine the course of play after acquiring knowledge, not available to all players, of the outcome of the game or knowledge of any event that affects the outcome of the game or knowledge that is the subject of the bet or wager;
 - c. To aid anyone in acquiring such knowledge as set forth in paragraph (b) above for the purpose of increasing or decreasing a bet or wager, or for the purpose of determining the course of play contingent upon that event or outcome;
 - d. To claim, collect, or take or attempt to claim, collect or take, money or anything of value in or from a gambling game with intent to defraud, without having made a wager contingent thereon, or to claim, collect or take an amount greater than the amount won;
 - e. To knowingly entice or induce another to go to any place where a gambling game is being conducted or operated in violation of the provisions of this ordinance, with the intent that the other person plays or participates in that gambling game;
 - f. To place or increase a bet or wager after acquiring knowledge of the outcome of the game or event which is the subject of the bet or wager, including past-posting and pressing bets;
 - g. To reduce the amount wagered or cancel the bet after acquiring knowledge of the outcome of the game or other event, which is

the subject of the bet or wager, including pinching bets;

- h. To manipulate with intent to cheat, any component of a gaming device in a manner contrary to the designed and normal operational purpose of the components, with knowledge or hope that the manipulation affects the outcome of the game or prize or with knowledge of any event that affects the outcome of the game or prize;
- i. To solicit funds or anything of value from any patron or employee for personal gain, such as panhandling, vagrancy, or prostitution.
- j. To unlawfully take or attempt to take any chips, currency, machine redemption tickets, or anything of value from any patron or employee on the gaming facility premises;
- k. To refuse to leave the gaming facility when appropriately advised to do so by a member of management, security, and/or the Gaming Commission;
- l. To damage or attempt to damage, either intentionally or negligently, any property, gaming device or equipment, or any article belonging to the Nation, patron, or employee;
- m. Under the age of eighteen (18) to make any wager either directly or indirectly in any gaming facility;
- n. To either intentionally or knowingly cause injury or harm to any patron, or employee or threaten to do so;
- o. To possess any chips, cards, devices, paraphernalia, etc., that could reasonably be concluded as useful in cheating, defrauding, manipulating, or altering any game, gaming device, equipment, machine, computer, or supplies;
- p. For any employee to aid, conspire, collude or assist in any way any other employee or patron to win or have an unfair advantage to win or otherwise acquire anything of value unfairly;
- q. For any employee to knowingly provide false information or to misrepresent information contained in a gaming license application and/or during the course of a background investigation;
- r. For any employee to knowingly make a false or misleading statement to the independent auditors or internal auditors, nor shall any employee conceal or intentionally fail to reveal any information necessary to make the statements to such auditors not false or misleading;
- s. For any employee to knowingly make a false or misleading

statement in connection with any contract for services or property or in response to any official inquiry by the Gaming Commission or its agents;

- t. For any employee to knowingly make a false or misleading statement to any investigator or other representative of the Gaming Commission in the course of an investigation of a complaint or violation of this Act, the Gaming Commission rules and regulations, or of any provision of a Tribal-State compact to which the Nation may be a party;
- u. For any employee to knowingly alter and/or destroy gaming records (e.g., surveillance footage, gaming paperwork, accounting/financial reports) without proper authorization and/or that is outside of prescribed policies and procedures for such records;
- v. For any person to offer or attempt to offer anything of value to a licensee in an attempt to induce the licensee to act or refrain from acting in a manner contrary to the official duties of the licensee contained in this Act, the Gaming Commission rules and regulations, any Tribal-State compact to which the Nation may be a party, or any applicable law;
- w. For any licensee to accept anything of value with the expectation that receipt of such thing of value is intended, or that may be perceived as intended, to induce the licensee to act or refrain from acting in a manner contrary to the official duties of the licensee contained in this Act, the Gaming Commission rules and regulations, any Tribal-State Compact to which the Nation may be a party, or any applicable federal law;
- x. For any person to take any action which interferes with or prevents the Gaming Commission or its agents from fulfilling its duties and responsibilities under this Act;
- y. Any person possessing knowledge and/or any evidence that any gaming system or other equipment used in the gaming facility has been tampered with or altered in any way that would affect the integrity, fairness, honesty, or suitability of the system or equipment shall be immediately reported to the Gaming Commission;
- z. Any action the Gaming Commission may take against an individual for engaging in any of the foregoing does not preclude the Quapaw Nation Marshal Service and/or the Quapaw Business Committee from taking any action they may deem necessary.

Section 6. Ownership of Gaming

The Nation shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Enterprise authorized by this Ordinance.

Section 7. Use of Net Gaming Revenues

A. Net revenues from the Nation's gaming shall be used only for the following purposes:

1. To fund Quapaw Nation government operations or programs;
2. To provide for the general welfare of the Nation and its members;
3. To promote the Nation's economic development;
4. To donate to charitable organizations; or
5. To help fund operations of local government agencies.

Section 8. Per Capita Payments

A. Net revenues from any Class II and/or Class III gaming activities conducted or licensed by the Nation may be used to make per capita payments to Quapaw Nation members if:

1. The Nation has prepared a plan to allocate revenues to one or more of the five uses authorized by section 7(A) of this ordinance;
2. The plan is approved by the Secretary of the Interior as adequate, particularly with respect to the uses described in sections 7(A)(1) and 7(A)(3) of this ordinance;
3. The interests of minors and other legally incompetent persons who are entitled to receive any of the per capita payments are protected and preserved, and the per capita payments are disbursed to the parents or legal guardian of such minors or legal incompetents in such amounts as may be necessary for the health, education, or welfare of the minor or other legally incompetent person; and
4. The per capita payments are subject to Federal taxation and the Tribe notifies its members of such tax liability when payments are

made.

Section 9. Gaming Commission and Gaming Agency

- A. The Nation hereby establishes a Quapaw Nation Gaming Commission to regulate Gaming Enterprises authorized by this ordinance. The Commission shall consist of three (3) to five (5) voting members, including a Chair, Vice-Chair and up to three additional Commissioners. The Commission shall meet each third (3rd) Tuesday of each month, beginning with the first month after the Effective Date of this ordinance, and at such additional times and frequency as determined by the Chair of the Commission to be necessary. Although the initial Commission shall be established with three (3) Commissioners, the Quapaw Nation Business Committee retains the right to appoint two (2) additional voting members ("2 additional Commission members") to serve terms as hereinafter provided.
- B. The Commission will conduct oversight to ensure compliance with IGRA, any Tribal-State Compact, the Quapaw Nation Gaming Ordinance, and, if applicable, state laws and regulations. It will serve as the licensing authority for individuals employed in the Gaming Enterprise and through the Quapaw Nation Gaming Agency, and will administer background investigations as part of the applicable licensing processes for such Gaming Enterprise employees. The Commission shall have authority to take enforcement actions, including suspension or revocation of an individual gaming license, when appropriate, and shall, in exercise of such authority amend, approve, or disapprove all Gaming Agency internal audits, reports, and recommendations for licensing enforcement, including suspension or revocation of an individual gaming license to ensure compliance with all applicable laws, rules, and regulations. In order to carry out its regulatory duties, the Commission shall have unrestricted access to all areas of the Gaming Enterprise and to all Gaming Enterprise records. The Commission's actions and decisions are appealable to the Quapaw Nation tribal court.
- C. Commissioner positions shall be filled through appointment by the Quapaw Nation Business Committee.
- D. Terms of office for Commissioners shall be as follows: the Chair shall serve an initial term of one (1) year, with subsequent Chairs serving 3-year terms; and the Vice-Chair and other Commissioners shall serve an initial term of two (2) years, with subsequent Vice-Chairs and other Commissioners serving 3-year terms. Vacancies on the Commission shall be filled by the Quapaw Nation Business Committee within thirty

(30) days of the vacancy occurrence.

- E. The following persons are not eligible to serve as Commissioners: Non-Quapaw Nation members; Quapaw Nation Business Committee members, while serving as such; current employees of the Gaming Enterprise; persons directly related to, or sharing a residence with, any of the above; and persons ineligible to be Key Employees or Primary Management Officials. Quapaw Nation members previously convicted of any felony or misdemeanor offense of embezzlement, theft or any other offense related to money or honesty, such as fraud, will only be allowed to serve as a Commissioner if the Quapaw Nation Business Committee specifically finds that a significant amount of time has passed and the person is now of trustworthy character.
- F. The Quapaw Nation Business Committee shall require a criminal history check with appropriate law enforcement agencies for each Commissioner candidate; shall review the candidate's criminal history check results; and shall make an appropriate eligibility determination before appointing an individual to the position of Commissioner.
- G. The Nation recognizes the importance of an independent Gaming Commission in maintaining a well-regulated Gaming Enterprise. The Commission shall be independent of, and act independently and autonomously from, the Quapaw Nation Business Committee in all matters within its purview. No prior, or subsequent, review by the Quapaw Nation Business Committee of any actions of the Commission shall be required or permitted except as otherwise explicitly provided in this ordinance. To avoid potential conflicts of interest between the operation and regulation of the Gaming Enterprise, the Nation requires that, at a minimum:
 - 1. No member of the Quapaw Nation Business Committee or Quapaw Nation Gaming Agency may serve on the Quapaw Nation Gaming Commission;
 - 2. No member directly related to, or living with, any Quapaw Nation Business Committee member or Quapaw Nation Gaming Agency member or employee of the Gaming Enterprise may serve on the Quapaw Nation Gaming Commission;
 - 3. Members of the Commission are prohibited from gambling in the facility;
 - 4. Commissioners are prohibited from accepting complimentary items from the Gaming Enterprise, excepting food and beverages valued

under Twenty-five Dollars (\$25.00) per fiscal quarter and such other expenses required to fulfill their duties under this ordinance; and

5. Commissioners may only be removed from office by the Quapaw Nation Business Committee prior to the expiration of their respective terms, for neglect of duty (which shall include, but not limited to, being absent for two regularly scheduled meetings), misconduct, malfeasance or other acts that would render a Commissioner unqualified for the position.
- H. Nominees for Commissioner positions must satisfy the eligibility standards set forth for Primary Management Officials and Key Employees found in Section 21 of this ordinance and be enrolled members of the Quapaw Nation. All requisite background investigations shall be performed under the direction of the Quapaw Nation Marshal Service.
- I. Under the direction and review of the Gaming Commission, the Quapaw Nation Gaming Agency ("Gaming Agency") is hereby established and shall:
 1. Conduct background investigations, or cause such investigations to be conducted, for Primary Management Officials and Key Employees and Security and Surveillance Employees;
 2. Create and maintain investigative reports based on the background investigations of Primary Management Officials and Key Employees and Security and Surveillance Employees;
 3. Designate a law enforcement agency to obtain and process fingerprints and conduct a criminal history check that shall include a check of criminal history records information maintained by the Federal Bureau of Investigation,;
 4. Make licensing eligibility recommendations to the Gaming Commission, which, if approved, shall be signed by the Chair of the Commission;
 5. Prepare a notice of results to the NIGC of the background investigations done for each Primary Management Official and Key Employee applicant;
 6. Provide the Gaming Commission with recommendations regarding the issuance or non-issuance of gaming licenses to Primary

Management Officials and Key Employees based upon background investigations conducted pursuant to this Ordinance;

7. Recommend standards for adoption by the Gaming Commission regarding licensing of Gaming Enterprises in accordance with applicable federal regulations, Nation law, and, if applicable, standards contained in the Tribal-State Compact;
8. Provide the Gaming Commission with recommendations regarding the issuance of gaming licenses for Gaming Enterprises;
9. Inspect, examine and monitor all of the Nation's gaming activities, and have immediate access to review, inspect, examine, photocopy and audit all records of the gaming facilities and operations;
10. Investigate any suspicion of wrongdoing associated with any gaming activities and prepare reports thereof for review by the Gaming Commission, and prepare any recommendation for the Gaming Commission to add a person associated with such wrongdoing to the list of persons not allowed to game in the Quapaw Nation's gaming facilities in order to maintain the integrity of the Gaming Enterprise;
11. Prepare all reports necessary to comply with any and all reporting requirements under IGRA, the NIGC's regulations and any Tribal-State Compact to which the Quapaw Nation is a party, and any other applicable law;
12. Propose regulations necessary for adoption by the Quapaw Nation Gaming Commission to comply with the MICS;
13. Propose regulations for adoption by the Quapaw Nation Gaming Commission on the levying of fees and/or taxes associated with gaming license applications;
14. Propose regulations for adoption by the Quapaw Nation Gaming Commission on the levying of fines and/or the suspension or revocation of gaming licenses for violations of this ordinance or any Quapaw Nation, federal or applicable state gaming regulations;
15. Receive from the Gaming Enterprise a list of persons not allowed to game in facilities in order to maintain the integrity of the Gaming Enterprise;
16. Receive from the Gaming Enterprise a list of persons who have

voluntarily agreed to be excluded facilities, and assist in the creation of regulations for enforcing the exclusions;

17. Provide referrals and information to the appropriate law enforcement officials, in accordance with the Tribal-State Compact as well as applicable tribal and federal law, when such information indicates a violation of Quapaw Nation, federal or state statutes, ordinances, regulations, codes or resolutions;
18. Recommend to the Gaming Commission a list of trustworthy tribal or commercial gaming regulatory entities, which can conduct background investigations and assisting in the licensing of, vendors and Gaming Enterprise employees as required under applicable law;
19. Propose regulations for adoption by the Gaming Commission exempting vendors from the licensing and/or background investigation requirements if they have received a license from a recognized regulatory authority;
20. Perform such other duties consistent with this ordinance that the Commission deems appropriate for the proper regulation of the Gaming Enterprise; and
21. Prepare and recommend that the Gaming Commission adopt such regulations and guidelines as the Gaming Agency deems necessary to implement the provisions of this ordinance, so long as they are in furtherance of, and not in conflict with, any provisions of this ordinance.
22. The Gaming Agency shall be comprised of personnel who shall meet the minimum qualifications of a Primary Management Official or Key Employee and who shall each be employed as an at-will employee serving at the request and direction of the Gaming Commission. The Director of the Gaming Agency, if any, shall be a Quapaw Nation member and shall be appointed for a term of two (2) years by the Quapaw Nation Business Committee. Notwithstanding such appointment, the Director may be suspended or removed from such position prior to the expiration of their respective term, for neglect of duty (which shall include, but not limited to, being absent for two regularly scheduled Commission meetings), misconduct, malfeasance, lack of transparency with the Gaming Enterprise or other acts that would render a Commissioner unqualified for the position.

- J. Before adopting, amending and repealing regulations and/or guidelines referred to in this Section, the Commission shall give ninety (90) days' notice of any such proposed action to the Quapaw Nation Business Committee, the Gaming Enterprise(s) and to all other persons whom the Commission has reason to believe have a legitimate interest in the proposed action. The notice shall invite comments and describe the general nature of the proposed action and the manner in which comments on the proposed action shall be received by the Commission. Such proposed action shall not be adopted, amended or repealed if outside legal counsel engaged by the Quapaw Nation Business Committee issues a legal opinion that such proposed action would contravene this ordinance, the Tribal-State Compact, or other law or regulation to which the Quapaw Nation is obligated to adhere.
- K. The Gaming Agency and Gaming Commission shall each ensure that all records and information obtained as a result of an employee background investigation, including but not limited to, the identity of each person interviewed in the course of an investigation, shall remain confidential and shall not be disclosed to any persons who are not directly involved in the licensing and employment processes. Information obtained during the course of an employee background investigation shall be disclosed to members of management, human resource personnel and/or others employed by the Gaming Enterprise on a need-to-know basis, for actions taken in their official capacities.
- L. The confidentiality requirements in Section 9(K), above, do not apply to requests for such records or information from any Tribal, federal or state law enforcement or regulatory agency, or for the use of such records or information by the Commission, Agency, and staff in the performance of their official duties.
- M. A majority of the Commission shall constitute a quorum. The concurrence of a majority of the Commissioners shall be required for any final determination by the Commission. The Commission may act in its official capacity, even if there are vacancies on the Commission, a quorum being then defined as a majority of the then-sitting members of the Commission.
- N. Commissioners shall be compensated at a level determined by the Quapaw Nation Business Committee. In order to ensure the Commission is not improperly influenced, a Commissioner's compensation shall not be based on a percentage of gaming revenue. The Commission shall set the compensation of the employees of the Quapaw Nation Gaming Agency.

- O. The Commission shall keep a written record of all its meetings for a period of not less than three (3) years, copies of which shall be made available to Quapaw Nation Business Committee, its legal counsel, and the Gaming Enterprise's executive team upon written request at the expense of the entity making the request.

Section 10. Audits

- A. The Quapaw Nation shall cause to be conducted independent audits of Gaming Enterprises annually and shall submit the results of those audits to the NIGC.
- B. Annual audits shall conform to the requirements set forth in the Tribal-State Compact, if any, and must adhere to generally accepted auditing standards.
- C. All gaming-related contracts that result in the purchase of supplies, services or concessions for more than \$25,000 in any year (except contracts for professional legal and accounting services) shall be specifically included within the scope of the audit conducted under Section 10(A) of this ordinance.
- D. Copies of the annual audit of each licensed Gaming Enterprise, and each audit for supplies, services or concessions of each Gaming Enterprise, shall be furnished to the NIGC within 120 days after the end of each fiscal year of the Gaming Enterprise.

Section 11. Environment and Public Health and Safety

- A. Each gaming facility shall be constructed, maintained, and operated in a manner that adequately protects the environment and the health and safety of the public.
- B. The Quapaw Nation Business Committee shall identify and adopt laws, resolutions, codes, policies, standards, or procedures, which are applicable to each Facility to ensure adequate protection of the environment and the health and safety of the public.

Section 12. Tort Claims; Prize Claims; Limited Consent to Suit

As and only to the extent required by IGRA, NIGC regulation, and/or a Tribal-State Compact to which the Nation is a party, the Nation shall adhere to the requirements set forth in Section 12 of this ordinance, and shall only be subject to suit to the extent authorized hereby.

- A. Tort Claims. The Gaming Enterprise shall ensure that patrons of the Gaming Enterprise are afforded due process in seeking and receiving just and reasonable compensation for a tort claim for personal injury or property damage against the Gaming Enterprise arising out of incidents occurring at such gaming facility, hereinafter "Tort Claim", as follows:
1. The Gaming Enterprise shall maintain public liability insurance for the express purposes of covering and satisfying Tort Claims. The insurance shall have liability limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any one person and Two Million Dollars (\$2,000,000.00) for any one occurrence for personal injury, and One Million Dollars (\$1,000,000.00) for any one occurrence for property damage, hereinafter the "limit of liability", or the corresponding limits under the Governmental Tort Claims Act, whichever is greater. No Tort Claim shall be paid, or be the subject of any award, in excess of the limit of liability;
 2. The Quapaw Nation consents to suit on a limited basis with respect to Tort Claims subject to the limitations set forth in this subsection and subsection C of this Part. No consents to suit with respect to Tort Claims, or as to any other claims against the Quapaw Nation shall be deemed to have been made under this ordinance, except as provided in subsections B and C of this Section;
 3. The Gaming Enterprise's insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity in connection with any Tort Claim made within the limit of liability if the Tort Claim complies with the limited consent provisions of subsection C of this Section;
 4. Any patron having a Tort Claim shall file a written Tort Claim Notice by delivery to the Gaming Enterprise in the manner and with all the requirements as set forth herein. The date the Tort Claim Notice is filed with the Gaming Enterprise shall be deemed the official date of filing the Tort Claim Notice. The Tort Claim Notice shall be filed within one (1) year of the date of the event which allegedly caused the claimed loss. Failure to file the Tort Claim Notice during such period of time shall forever bar such Tort Claim; provided that a tort claim notice filed with the Gaming Enterprise more than ninety (90) days, but within one (1) year, after the event shall be deemed to be timely filed, but any judgment thereon shall be reduced by ten percent (10%);

5. If the Tort Claim notice is filed with the Gaming Agency, the Gaming Agency shall forward a copy of the tort claim to the Gaming Enterprise and the OMES within forty-eight (48) hours of filing, and if the tort claim notice is filed with the Gaming Enterprise, the Gaming Enterprise shall forward a copy of the Tort Claim to the Gaming Agency and the OMES within forty-eight (48) hours of filing;
6. The Tort Claim Notice shall state the date, time, place and circumstances of the incident upon which the Tort Claim is based, the identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident, the amount of compensation and the basis for said relief; the name, address and telephone number of the claimant, and the name, address and telephone number of any representative authorized to act or settle the claim on behalf of the claimant;
7. All Tort Claim Notices shall be signed by the claimant under oath. As a condition of prosecuting Tort Claims, the claimant shall appear to be interviewed or deposed at least once under reasonable circumstances, which shall include the attendance of the claimant's legal counsel if requested; provided that the Gaming Enterprise shall afford claimant at least thirty (30) days' written notice of the interview or deposition; and provided further that the claimant's failure to appear without cause for any interview or deposition properly noticed pursuant to this paragraph shall be deemed a voluntary withdrawal of the Tort Claim;
8. The Gaming Enterprise shall promptly review, investigate, and make a determination regarding the Tort Claim. Any portion of a Tort Claim which is unresolved shall be deemed denied if the Gaming Enterprise fails to notify the claimant in writing of its approval within ninety (90) days of the filing date, unless the parties by written agreement extend the date by which a denial shall be deemed issued if no other action is taken. Each extension shall be for no more than ninety (90) days, but there shall be no limit on the number of written agreements for extensions, provided that no written agreement for extension shall be valid unless signed by the claimant and an authorized representative of the Gaming Enterprise. The claimant and the Gaming Enterprise may continue attempts to settle a claim beyond an extended date; provided, settlement negotiations shall not extend the date of denial in the absence of a written agreement for extension as required by this paragraph;

9. A judicial proceeding for any cause arising from a tort claim may be maintained in accordance with and subject to the limitations of subsection C of this Part only if the following requirements have been met:
 - a. the claimant has followed all procedures required by this Section, including, without limitation, the delivery of a valid and timely written Tort Claim Notice to the Gaming Enterprise,
 - b. the Gaming Enterprise has denied the Tort Claim, and
 - c. the claimant has filed the judicial proceeding with the Quapaw Nation Tribal Court no later than the one-hundred eightieth (180th) day after denial of the claim by the Gaming Enterprise; provided, that neither the claimant nor the Gaming Enterprise may agree to extend the time to commence a judicial proceeding.
 10. Notices explaining the procedure and time limitations with respect to making a Tort Claim shall be prominently posted in the gaming facility. Such notices shall explain the method and places for making a Tort Claim, that this procedure is the exclusive method of making a Tort Claim, and that claims that do not follow these procedures shall be forever barred. The Gaming Enterprise shall make pamphlets containing the requirements in this subsection readily available to all patrons of the facility and shall provide such pamphlets to a claimant within five (5) days of the filing of a Notice of Tort Claim.
- B. Prize Claims. The Gaming Enterprise shall ensure that patrons of a facility are afforded due process in seeking and receiving just and reasonable compensation arising from a patron's dispute, in connection with his or her play of any game authorized under this ordinance, the amount of any prize which has been awarded, the failure to be awarded a prize, or the right to receive a refund or other compensation, hereafter "Prize Claim", as follows:
1. The Quapaw Nation consents to suit on a limited basis with respect to Prize Claims against the Gaming Enterprise only as set forth in subsection C of this Section; no consents to suit with respect to Prize Claims, or as to any other claims against the Quapaw Nation shall be deemed to have been made under this ordinance, except as provided in subsection A and C of this Section;

2. The maximum amount of any Prize Claim shall be the amount of the prize which the claimant establishes he or she was entitled to be awarded, hereafter "Prize Limit";
3. Any patron having a Prize Claim shall file a written Prize Claim Notice by delivery to the Gaming Enterprise or the Tribal Compliance Agency. The date the Prize Claim Notice is filed with the Gaming Enterprise shall be deemed the official date of filing the Prize Claim Notice. The Prize Claim Notice shall be filed within ten (10) days of the event which is the basis of the Prize Claim. Failure to file the Prize Claim Notice during such period of time shall forever bar such Prize Claim;
4. If the prize claim notice is filed with the Gaming Agency, the Gaming Agency shall forward a copy of the prize claim to the Gaming Enterprise and the OMES within forty-eight (48) hours of its filing; and if the Prize Claim notice is filed with the Gaming Enterprise, the Gaming Enterprise shall forward a copy of the Tort Claim to the Gaming Agency and the OMES within forty-eight (48)_hours of filing;
5. The written Prize Claim Notice shall state the date, time, place and circumstances of the incident upon which the Prize Claim is based, the identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident, the amount demanded and the basis for said amount, the name, address and telephone number of the claimant, and the name, address and telephone number of any representative authorized to act or settle the claim on behalf of the claimant;
6. All Prize Claim Notices shall be signed by the claimant under oath;
7. The Gaming Enterprise shall promptly review, investigate and make a determination regarding the Prize Claim. Claimants shall cooperate in providing information, including personal sworn statements and agreeing to be interviewed, as the Gaming Enterprise shall reasonably request. The claimant is permitted to have counsel present during any such interview;
8. If the Prize Claim is not resolved within seventy-two (72) hours from the time of filing the claim in accordance with paragraph 5 of this subsection, the Gaming Agency shall immediately notify the

State Compliance Agency in writing that the claim has not been resolved;

9. In the event the claim is resolved, the Gaming Agency shall not be obligated to report that fact to the OMES, but shall make Gaming Agency reports available for review;
10. Any portion of a Prize Claim which is unresolved shall be deemed denied if the Gaming Enterprise fails to notify the claimant in writing of its approval within thirty (30) days of the filing date, unless the parties agree by written agreement to extend the date. Each extension shall be for no more than thirty (30) days, but there shall be no limit on the number of written agreements for extensions; provided, that no written agreements for extension shall be valid unless signed by the claimant and an authorized representative of the Gaming Enterprise. The claimant and the Gaming Enterprise may continue attempts to settle a Prize Claim beyond an extended date; provided, settlement negotiations shall not extend the date of denial in the absence of a written extension required by this paragraph.
11. A judicial proceeding for any cause arising from a prize claim may be maintained in the Quapaw Nation Tribal Courts accordance with and subject to the limitations of this Section of the ordinance only if the following requirements have been met:
 - a. the claimant has followed all procedures required by this Part, including without limitation, the delivery of a valid and timely written Prize Claim Notice to the Gaming Enterprise,
 - b. the Gaming Enterprise has denied the prize claim, and
 - c. the claimant has filed the judicial proceeding in the Quapaw Tribal Court no later than one hundred eighty (180) days after denial of the Prize Claim by the Gaming Enterprise; provided that neither the claimant nor the Gaming Enterprise may extend the time to commence a judicial proceeding.
12. Notices explaining the procedure and time limitations with respect to making a Prize Claim shall be prominently posted in the gaming facility. Such notices shall explain the method and places for making Prize Claims, that this procedure is the exclusive method of making a Prize Claim, and that Prize Claims that do not follow this procedure shall be forever barred. The Gaming

Enterprise shall make pamphlets containing the requirements in this subsection readily available to all patrons of the gaming facility and shall provide such pamphlets to a claimant within five (5) days of the filing date of a Prize Claim.

C. Limited Consent to Suit for Tort Claims and Prize Claims. The Quapaw Nation consents to suit against the Gaming Enterprise in Quapaw Nation Tribal Court respect to a Tort Claim or Prize Claim if all requirements of Subsections B and C of this Section have been met by the claimant; and provided that such consent shall be subject to the following additional conditions and limitations:

1. For Tort Claims, consent to suit is granted only to the extent such claim or any award or judgment rendered thereon does not exceed the limit of liability. Under no circumstances shall any consent to suit be effective as to any award which exceeds such applicable amounts. This consent shall only extend to the gaming patron actually claiming to have been injured. A Tort Claim shall not be assignable. In the event any assignment of the Tort Claim is made in violation of this ordinance, or any person other than the gaming patron claiming the injury becomes a party to any action hereunder, this consent shall be deemed revoked for all purposes. Notwithstanding the foregoing, consent to suit shall not be revoked if an action on a Tort Claim is filed by (i) a court appointed representative of a claimant's estate, (ii) an indispensable party, or (iii) a health provider or other party subrogated to the claimant's rights by virtue of any insurance policy; provided, that nothing herein is intended to, or shall constitute a consent to suit against the Gaming Enterprise as to such party except to the extent such party's claim is:
 - a. in lieu of and identical to the Tort Claim that would have been made by the claimant directly but for the appointment of said representative or indispensable party, and participation of such other party is in lieu of and not in addition to pursuit of the Tort Claim by the gaming patron, and
 - b. the Tort Claim of such other party would have been subject to a consent to suit hereunder if it had been made by the claimant directly; and
2. For Prize Claims, consent is granted only to the extent such Prize Claim does not exceed the prize limit. Under no circumstances shall any award exceed the prize limit. This consent shall only

extend to the gaming patron actually claiming to have engaged in the play of a covered game on which the claim is based. Prize claims shall not be assignable. In the event any assignment of the Prize Claim is made, or any person other than the claimant entitled to make the Prize Claim becomes a party to any action hereunder, this consent shall be deemed revoked for all purposes. Notwithstanding the foregoing, consent to suit shall not be revoked if an action on a Prize Claim is filed by (i) a court-appointed representative of a claimant's estate, or (ii) an indispensable party, provided that nothing herein is intended to, or shall constitute a consent to suit against the Gaming Enterprise as to such party except to the extent such party's claim is:

- a. in lieu of and identical to the Prize Claim that would have been made by the claimant directly but for the appointment of said representative or indispensable party, and participation of such other party is in lieu of and not in addition to pursuit of the Prize Claim by the gaming patron, and
- b. the Prize Claim of such other party would have been subject to a consent to suit hereunder if it had been made by the claimant directly.

Section 13. Facility Licenses

- A. The Nation 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 once every three (3) years.
- B. The Gaming Commission is responsible for issuing new or renewed facility licenses to each place, facility or location.
- C. The Gaming Commission shall require that a facility license application be completed by the chief management official of the gaming facility for each gaming place, facility or location.
- D. The Gaming Commission shall identify the environmental, health and public safety standards with which the place, facility or location must comply, and specify the form, conditions and content of a facility license application. The application shall include: A legal description of the lands upon which the facility is located, and a certification that the site constitutes "Indian lands," as defined in IGRA, the NIGC's regulations, the NIGC Office of General Counsel and DOI Solicitor Offices' Indian lands legal opinions, judicial decisions and any other applicable law.

- E. The Gaming Commission shall issue a facility license if the application includes the required information and documentation, and sufficiently satisfies any additional conditions deemed necessary by the Quapaw Nation.
- F. The Quapaw Nation or Gaming Commission shall submit to the NIGC Chair a notice that issuance of a facility license is under consideration by the Gaming Commission. This notice must be submitted at least 120 days before the opening of any new place, facility or location on Indian Lands where Class II and/or Class III gaming will occur.
- G. The Gaming Commission shall submit a copy of each newly issued or renewed facility license to the NIGC Chair within 30 days of issuance, along with any other required documentation.
- H. The Quapaw Nation Business Committee shall notify the NIGC Chair within 30 days if a facility license is terminated or expires, or if a gaming place, facility, or location closes or reopens.

Section 14. Agent for Service of Process

The Nation designates Chairperson of the Quapaw Nation Business Committee as the agent for service of any official determination, order or notice of violation.

Section 15. Access to Financial Information

A copy of the Gaming Enterprise's annual audit will be made available for review, upon request, to the Gaming Commission and the Quapaw Nation Business Committee.

Section 16. License Application Forms

- A. The following notice shall be placed on the Quapaw Nation's license application form for a Key Employee or a Primary Management Official before it is filled out by an applicant:

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

need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, local or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe being unable to license you for a primary management official or key employee position.

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

In the event the NIGC amends its regulations regarding the required notice as set forth herein, the notice placed upon any Quapaw Nation license application form shall be updated and compliant therewith.

- B. The following additional notice shall be placed on the application form for a Key Employee or a Primary Management Official or a Security or Surveillance Employee before it is filled out by an applicant:

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

Section 17. License Fees

The Quapaw Nation may charge a license fee, to be set by the Gaming Commission, to cover its expenses in investigating and licensing required under this ordinance.

Section 18. Background Investigations

- A. The Gaming Agency shall perform a background investigation for each employee as may be required to be subject to a background investigation under the Tribal-State Compact, as well as Primary Management Officials, Key Employees, Security and Surveillance Employees in the Gaming Enterprise. The investigations must comply with the Tribal-State Compact and must be sufficient to allow the Gaming Commission to make an eligibility determination under Section 21 of this ordinance.

- B. Background investigations conducted by the Gaming Agency shall include a check of criminal history records information maintained by the Federal Bureau of Investigations and shall otherwise comply with background investigation requirements under the Tribal-State Compact.
- C. The Gaming Agency shall request fingerprints from each individual subject to a background investigation. The law enforcement agency designated to take fingerprints is Quapaw Nation Marshal Service.
- D. The Gaming Agency shall request from each individual subject to background investigations under this ordinance and the Tribal-State Compact all of the following information:
 - 1. Full name, including any aliases by which the applicant has ever been known(oral or written), social security number, driver's license number, birth date, place of birth, citizenship, gender and all languages (spoken and/or written);
 - 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;
 - 3. Residential addresses for the past five (5) years;
 - 4. The names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant during each period of residence listed under paragraph (C)(2) of this section;
 - 5. Current business and residential telephone numbers, and all cell phone numbers;
 - 6. A description of any existing and previous business relationships with other tribes, including any ownership interests in those businesses;
 - 7. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 - 8. The 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;
9. 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;
 10. For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date of disposition, if any;
 11. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application, and is not otherwise listed pursuant to paragraphs (D)(8) or (D)(9) of this Section, the criminal charge, the name and address of the court involved, and the date of disposition, if any;
 12. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, an explanation as to whether or not such license or permit was granted, and an explanation of any disciplinary charges filed by a state or tribal regulatory in connection with such license regardless of whether discipline was imposed;
 13. A current photograph;
 14. Any other information the Nation deems relevant to a thorough background investigation or which is required under the Tribal-State Compact; and
 15. Fingerprints obtained in accordance with procedures adopted by the Quapaw Nation.
- E. When a Primary Management Official, Key Employee, a Security or Surveillance Employee, or other individual required to be subject to a background check pursuant to the Tribal-State Compact is employed by the Quapaw Nation, a complete application file, containing all of the information listed in Section 18(D), shall be maintained.
- F. The Gaming Commission, the Gaming Agency and their employees and investigators, shall keep confidential the identity of each person

interviewed in the course of conducting a background investigation.

Section 19. Procedures for Conducting Background Investigations

- A. The Gaming Agency shall employ or engage an investigator to conduct a background investigation of each applicant and individual subject to a background investigation prior to employment at a Gaming Enterprise. The investigator shall:
 - 1. Verify the applicant's identity through items such as a social security card, driver's license, birth certificate or passport;
 - 2. Contact each personal and business reference provided in the license application, when possible;
 - 3. Conduct a personal credit check;
 - 4. Conduct a civil history check;
 - 5. Conduct a criminal history records check;
 - 6. Based on the results of the criminal history records check, as well as information acquired from an applicant's self-reporting or from any other source, obtain information from the appropriate court regarding any past felony and/or misdemeanor convictions or ongoing prosecutions within the past 10 years;
 - 7. Inquire into any previous or existing business relationships with the gaming industry, including with any tribes with Gaming Enterprises, by contacting the entities or tribes;
 - 8. Verify the applicant's history and current status with any licensing agency by contacting the agency; and
 - 9. Take other appropriate steps to verify the accuracy of the information, focusing on any problem areas noted.

Section 20. Investigative Reports

- A. The Gaming Agency shall create and maintain an investigative report for each background investigation conducted pursuant to the Tribal-State Compact and this ordinance.
- B. Investigative reports shall include all of the following information:

- a. Steps taken in conducting the investigation;
- b. Results obtained;
- c. Conclusions reached; and
- d. The basis for those conclusions.

Section 21. Eligibility Determinations

- A. Before a license is issued following a background investigation conducted pursuant to this ordinance, the Gaming Commission shall make a finding concerning the eligibility of that person for receiving a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits and associations as contained in the Gaming Agency's investigative report.
- B. If the Gaming Commission, in applying the standards adopted in this ordinance, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming, the Commission shall not license that person in a Key Employee or Primary Management Official position.
- C. Copies of the eligibility determination shall be transmitted to the appropriate parties pursuant to the Tribal-State Compact as may be required and shall be included with the notice of results that must be submitted to the NIGC before the licensing of a primary management official or key employee.

Section 22. Notice of Results of Background Investigations

- A. Before issuing a license to an individual subject to a background investigation under this ordinance, the Gaming Agency shall prepare a notice of results of the applicant's background investigation to submit to the NIGC and to the appropriate state agency as required by IGRA and the Tribal-State Compact.
- B. The notice of results must be submitted to the Gaming Commission for review, and then to the NIGC and to any applicable state regulatory agency no later than 60 days after the applicant begins working for the Quapaw Nation.
- C. The notice of results shall include the following information:

1. The applicant's name, date of birth and social security number;
2. The date on which the applicant began, or will begin, working as a Primary Management Official or Key Employee;
3. A summary of the information presented in the investigative report, including:
 - a. licenses that have previously been denied;
 - b. gaming licenses that have been revoked, even if subsequently reinstated;
 - c. every known criminal charge brought against the applicant within the last 10 years of the date of the application; and
 - d. every felony offense of which the applicant has been convicted or any ongoing prosecution; and
4. A copy of the eligibility determination made in accordance with Section 21.

Section 23. Granting Gaming Licenses

- A. All Primary Management Officials, Key Employees, Security and Surveillance Employees, and other employees of the Gaming Enterprise who are required to be licensed pursuant to the Tribal-State Gaming Compact must have a gaming license issued by the Quapaw Nation Gaming Commission.
- B. The Gaming Commission is responsible for granting and issuing gaming licenses to Primary Management Officials, Key Employees, Security and Surveillance Employees, and other employees of the Gaming Enterprise who are required to be licensed pursuant to the Tribal-State Gaming Compact.
- C. The Gaming Commission may license an applicant/employee pursuant to this ordinance and the Tribal-State Compact after submitting a notice of results of the applicant's background investigation to the NIGC, as required by Section 22.
- D. The Gaming Commission shall notify the NIGC of the issuance of a license to a Primary Management Official or Key Employee within 30 days of issuance.
- E. The Quapaw Nation shall not employ an individual in a Primary Management Official or Key Employee position or Security or

Surveillance Employee Position who does not have a required gaming license after 90 days of beginning work at the Gaming Enterprise, and shall otherwise require employee licensing in accordance with the Tribal-State Compact.

- F. The Gaming Commission must reconsider a license application for a Primary Management Official or Key Employee or for another employee subject to licensing under this ordinance if it receives a statement of itemized objections to issuing such a license from the NIGC, and those objections are received within 30 days of the NIGC receiving a notice of results of the applicant's background investigation.
- G. The Gaming Commission shall take the NIGC's objections into account when reconsidering a license application.
- H. The Gaming Commission will make the final decision of whether to issue a license to an applicant for employment with the Gaming Enterprise, as required by this ordinance and the Tribal-State Compact.
- I. If the Gaming Commission has issued a license to a Gaming Enterprise employee before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee, as required by Section 25.

Section 24. Denying Gaming Licenses

- A. The Gaming Commission shall not license a Primary Management Official or Key Employee or Security or Surveillance Employee if, when applying the standards in Sections 21 and 22 for making a license eligibility determination, the Gaming Commission determines that licensing the person:
 - 1. Poses a threat to the public interest;
 - 2. Poses a threat to the effective regulation of gaming; or
 - 3. Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.
- B. When the Gaming 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:
 - 1. Notify the NIGC; and

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

Section 25. Gaming License Suspensions and Revocations

- A. If, after a license is issued to a Primary Management Official or a Key Employee, the Quapaw Nation receives notice from the NIGC that the Primary Management Official or Key Employee is not eligible for employment, the Gaming Commission shall do the following:
 1. Immediately suspend the license;
 2. Provide the licensee with written notice of the suspension and proposed revocation; and
 3. Provide the licensee and the Gaming Enterprise with at least five (5) days' notice of a time and place for a hearing on the proposed revocation of the license, such hearing to be held within thirty (30) days of a preliminary determination in accordance with this Section.
- B. Following a revocation hearing, the Gaming Commission shall decide whether to revoke or reinstate the license at issue.
- C. The Gaming Commission shall notify the NIGC of its decision to revoke or reinstate a license within 45 days of receiving notification from the NIGC that a primary management official or key employee is not eligible for employment.
- D. Notwithstanding anything to the contrary in this section, the Gaming Commission shall comply with the Tribal-State Compact in administering the licensing process for individuals required to be licensed thereunder.

Section 26. Records Retention

- A. The Gaming Commission shall retain, for no less than three years from the date a Primary Management Official or Key Employee or Security or Surveillance Employee is terminated from employment with the Quapaw Nation, the following documentation:
 1. Application for licensing;

2. Investigative Reports; and
3. Eligibility Determinations.

Section 27. Licenses for Gaming Vendors

Vendors of gaming services or gaming supplies, with a value of \$25,000 or more annually, including suppliers of gaming equipment and suppliers of gaming devices including electronic, computer, or technological aids, must have a vendor license from the Gaming Commission in order to transact business with the Nation's Gaming Enterprise. All other suppliers and providers of goods and services to the Gaming Enterprise are specifically excluded from this Section. The Gaming Agency must submit to the Gaming Commission for its review and consideration reports and recommendations for vendor licensing as provided for in this ordinance.

For the avoidance of doubt, all non-gaming vendors, including, but not limited to, the following types of vendors, shall be exempt from the licensing and background investigation process under this ordinance:

- (1) Tribal, local, state, or federal governments and associated agencies;
- (2) Businesses and companies owned and/or chartered by the Nation;
- (3) Sponsorships or charitable organizations;
- (4) Public Utilities;
- (5) Vendors that are regulated by a state or the federal government;
- (6) Entertainment in the form of single event contracts;
- (7) Restaurants and caterers, and suppliers of same;
- (8) Insurance companies and their brokers/agents;
- (9) Travel companies;
- (10) Commercial transportation companies;
- (11) Fleet service providers;
- (12) Attorneys, accountants, and other professionals providing services covered by their respective professional license;
- (13) Vendors licensed by regulatory authorities recognized as trustworthy;
- (14) Publishers of newspapers, magazines, journals, periodicals, and other print media for routine subscriptions, *provided* that licensure shall be required if the services of such publisher are secured to publish tickets, coupons, or other instruments that

may be used or redeemed for value for gaming activities in the Nation's gaming facilities;

- (15) Television, radio, and other media companies, unless such entity is to publish, provide, or distribute tickets, coupons, or other instruments that may be used or redeemed for value for gaming activities in the Nation's gaming facilities;
- (16) Providers of training and/or educational services if such provider is affiliated with an educational institution, professional association, not-for-profit organizational institution, tribal, federal, or state agency, or other public institution;
- (17) Federally- or state-chartered financial institutions;
- (18) Providers of medical equipment, supplies, and/or services; and
- (19) Any other vendor that provides goods or services of insubstantial or insignificant amounts or quantities and that shall not pose a threat to the public interest if they are not licensed.

All licensing by the Gaming Commission pursuant to this ordinance must comply with all applicable provisions of the Tribal-State Compact for the licensing of vendors.

Section 28. Submission of a Gaming Vendor License Application

Unless otherwise exempted from application under Section 9(I) or Section 33 of this ordinance, to obtain a gaming vendor license, a business must complete a vendor application and submit to background checks of itself and its principals. Principals of a business include those officers, directors, managers, owners, partners, and non-institutional stockholders that either own 10% or more of the business' stock or are the 10 largest stockholders, as well as the on-site supervisors or managers designated in an agreement with the Tribe, if applicable.

Section 29. Contents of the Gaming Vendor License Application

A. Applications for gaming vendor licenses must include the following:

- 1. Name of business, business address, business telephone number(s), federal tax identification number (or social security number, if a sole proprietorship), main office address (if different from business address), any other names used by the applicant in business, and type of service(s) applicant will provide;

2. Whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity;
3. If the applicant is a corporation, the state of incorporation and the qualification to do business in the State of Oklahoma.
4. Trade name, other names ever used and names of any wholly owned subsidiaries or other businesses owned by the vendor or its principals;
5. General description of the business and its activities;
6. Whether the applicant will be investing in, or loaning money to, the Gaming Enterprise, and if so, how much;
7. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
8. A list of Indian tribes with which the vendor has an existing or previous business relationship, including ownership, financial or management interests in any non-gaming activity;
9. Names, addresses and telephone numbers of three (3) business references with whom the company has regularly done business for the last five (5) years;
10. The name and address of any licensing or regulatory agency with which the business has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
11. If the business has ever had a license revoked for any reason, the circumstances involved;
12. A list of lawsuits to which the business has been a defendant, including the name and address of the court involved, and the date and disposition, if any;
13. A list of the business' funding sources and any liabilities of \$50,000 or more;
14. A list of the principals of the business, their social security numbers, addresses, telephone numbers, titles and percentage of ownership

in the company; and

15. Any further information the Gaming Commission deems relevant.

- B. The following notice shall be placed on the application form for a vendor and its principals:

Inclusion of false or misleading information in the vendor application may be grounds for denial or revocation of the Quapaw Nation's vendor license.

- C. A vendor may submit to the Gaming Agency a copy of a recent license application to another jurisdiction if it contains most of the information listed above. The vendor will be required to submit, in writing, any changes in the information since the other license application was filed, and any information requested by the Nation not contained in the other application.

Section 30. Gaming Vendor Background Investigations

The Gaming Agency shall employ or otherwise engage an investigator to complete an investigation of a gaming vendor. This investigation shall include, at a minimum, the following steps:

- A. Verification of the vendor's business' incorporation status and qualifications to do business in the state where the Gaming Enterprise is located;
- B. Obtaining a business credit report, if available, and conducting a Better Business Bureau check on the vendor;
- C. Conducting a check of the vendor's business' credit history;
- D. Calling and questioning each of the references listed in the vendor application; and
- E. Conducting an investigation of the principals of the vendor's business, including facilitating a criminal history check, obtaining criminal history check results, obtaining a credit report, and interviewing the personal references listed.

Section 31. Gaming Vendor License Fees

The Quapaw Nation may charge a license fee, to be set by the Gaming

Commission, to cover its expenses in investigating and licensing vendors of the Gaming Enterprise with this ordinance.

Section 32. Gaming Vendor Background Investigation Reports

The investigator shall complete an investigative report covering each of the steps taken in the background investigation of the gaming vendor and its principals and present it to the Gaming Commission.

Section 33. Gaming Vendors Licensed by Recognized Regulatory Authorities

The Gaming Commission may adopt regulations naming specific licensing authorities that it recognizes and may authorize exemptions to the vendor licensing process for vendors who have received a license from one of the named regulatory authorities.

Section 34. Compliance with Federal Law

The Quapaw Nation shall comply with all applicable federal laws, including the Bank Secrecy Act, 31 U.S.C. § 5311 *et seq.*

Section 35. Repeal and Replace

Upon the Effective Date of this ordinance, all prior Quapaw Nation Gaming Ordinances are hereby repealed.

Section 36. Effective Date

This ordinance shall take effect immediately upon its approval by the NIGC Chair.