



December 9, 2015

Loren Bommelyn, Chairman
Tolowa Dee-ni' Nation
140 Rowdy Creek Rd.
Smith River, CA 95567

RE: Tolowa Dee-ni' Nation Gaming Ordinance and Resolution No. 15-39.

Dear Chairman Bommelyn:

I am writing with respect to the Tolowa Dee-ni' Nation's October 6, 2015, Gaming Ordinance, which was received by the National Indian Gaming Commission ("NIGC") on October 13, 2015. The Gaming Ordinance was adopted by Resolution No. 15-39 of the Nation's Tribal Council.

Thank you for providing the Nation's updated Gaming Ordinance for our review. The Gaming Ordinance establishes the Tolowa Dee-ni' Nation Gaming Commission and incorporates provisions required by recent changes to NIGC regulations. The Gaming Ordinance is approved as it is consistent with the requirements of the Indian Gaming Regulatory Act and NIGC regulations.

If you have any questions concerning this letter, please contact Staff Attorney Austin Badger at (202) 632-7003.

Sincerely,

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

Jonodev O. Chaudhuri
Chairman

cc: Laura Valley, Tribal Gaming Agency Director, Tolowa Dee-ni' Nation
Anna S. Kimber, Esq.



Tolowa Dee-ni' Nation

(Formerly known as Smith River Rancheria)

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Chief Executive
Officer

RESOLUTION 15-39

TOLOWA DEE-NI' NATION ADOPTION OF AMENDED GAMING ORDINANCE

ADOPTED: October 6, 2015

RESOLUTION SUMMARY: A resolution of the Tolowa Dee-ni' Nation Tribal Council, Smith River, California, adopting Tribal Code Title 3, Chapter 1, titled "Gaming Ordinance," as amended.

Whereas, The Tolowa Dee-ni' Nation is a federally recognized Indian Tribe located in the Pacific Northwest and organized pursuant to the Constitution of the Tolowa Dee-ni' Nation that was duly adopted by the members of the Nation; and

Whereas, The Tolowa Dee-ni' Nation Tribal Council is the duly elected governing body of the Nation with the Constitutional duties and responsibilities to preserve, protect, and promote the best interests of the Nation; and

Whereas, on July 14, 2015 the Tribal Council authorized and approved Tribal Code Title 3, Chapter 1, Gaming Ordinance, and authorized its submission to the National Indian Gaming Commission ("NIGC") for review, to ensure the Ordinance conformed with the requirements of the Indian Gaming Regulatory Act ("IGRA"); and

Whereas, Tribal Council has been informed by the NIGC that one modification of the Gaming Ordinance was necessary to conform with IGRA; now, therefore, be it

Resolved, That the Tribal Council does hereby authorize and approved the Gaming Ordinance, as amended, based upon the directive of the National Indian Gaming Commission; and be it further

Resolved, That the July 14, 2015 Gaming Ordinance previously submitted to the National Indian Gaming Commission be withdrawn from review; and be it further

Resolved, That the Gaming Ordinance as amended on this date shall be submitted to the National Indian Gaming Commission for review and approval; and be it further

Resolved, That the Tribal Council of the Tolowa Dee-ni' Nation does hereby adopt this resolution, and that the Chairperson and Secretary of the Tolowa Dee-ni' Nation Tribal Council are hereby authorized to sign this resolution and any and all other documents which are necessary to effectuate the intents and purposes of this resolution.


Loren Bommelyn
Council Chairperson
Date 10-7-15


Scott D. Sullivan
Council Secretary
Date 10/8/15

Waa-saa-ghitlh-'a~ Wee-ni Naa-ch'aa-ghitlh-ni
Our Heritage Is Why We Are Strong

CERTIFICATION

I hereby certify that the foregoing resolution was adopted at a duly called and noticed meeting of the Tolowa Dee-ni' Nation Tribal Council held on the sixth day of October 2015 in Smith River, California, at which four Tribal Council members were present to constitute a quorum, by a vote of 3 **For**, 0 **Opposed**, 1 **Abstentions** and 3 **Absent**, and shall remain in full force and effect until rescinded.



Scott D. Sullivan, Council Secretary Date
10/8/15

*Tolowa Dee-ni' Nation
Resolution 15-39
Adopted October 6, 2015*



TOLOWA DEE-NI' NATION GAMING ORDINANCE

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**TOLOWA DEE-NI' NATION
GAMING ORDINANCE**

ARTICLE I: GENERAL PROVISIONS

This Tribal Gaming Ordinance, initially enacted by the Tolowa Dee-ni' Nation (formerly known as the Smith River Rancheria) in 1994, and thereafter amended on May 30, 1995, February 23, 1999, and September 20, 2000, is hereby amended and restated in its entirety to read as follows:

§1.0 Purpose The Tolowa Dee-ni' Nation, acting through its Tribal Council (hereafter the "Tribe"), pursuant to the Tribe's inherent authority and the authority identified within the Tribe's Constitution to enact Ordinances, hereby adopts this Gaming Ordinance for the purpose of establishing the Tolowa Dee-ni' Nation Gaming Commission, who shall be authorized to regulate all gaming activities on the Tribe's Indian lands.

§2.0 Findings and Declarations

2.01 Gaming on the Rancheria provides economic development opportunities and a source of revenue for the Tolowa Dee-ni' Nation and its members that are needed to promote economic self-sufficiency, employment, job training, Tribal Government, and to fund and ensure essential social programs and services; and

2.02 It is in the best interest of the Tolowa Dee-ni' Nation and its members to regulate and control gaming in a manner that will protect the environment, the Tribe, its members and persons living or passing through the Rancheria,

2.03 Therefore, the Tribal Council adopts this Ordinance to protect and promote the political integrity, economic security, health, safety and welfare of the Tribe, its members and persons living or passing through the Tolowa Dee-ni' Nation.

§3.0 Definitions Unless specified otherwise, terms used herein shall have the same meaning as in and effect as those same terms are defined in the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. §§2701 *et seq.*, the National Indian Gaming Commission ("NIGC") regulations, 25 C.F.R. §§500 *et seq.*, and the Tribal-State Gaming Compact ("Compact") between the Tribe and the State of California, including but not limited to references to "Class II," and "Class III" gaming.

3.01 "Applicable Law" means IGRA and regulations promulgated thereunder, the Compact, this Gaming Act, and all other applicable laws and regulations promulgated under State, Federal, and Tribal law.

3.02 "Applicant" means an individual or entity that applies for a tribal gaming license.

3.03 "Association" means the association of tribal and state gaming regulators as established under the Compact.

3.04 "Commissioner" means a member of the Tolowa Dee-ni' Nation Tribal Gaming Commission ("TGC").

3.05 "Compact" means any Tribal-State Gaming Compact, including amendments thereto, entered into by the Tribe pursuant to IGRA to govern the conduct of certain Class III gaming activities on Tribal Lands.

3.06 "Financial Source" means any person extending financing, directly or indirectly, to the Tribe's Gaming Facility or Gaming Operation.

3.06 "Gaming Ordinance" means the Smith River Gaming Ordinance, as amended.

3.08 "Gaming Activities" means any Class II, or Class III gaming activity authorized under this Gaming Ordinance or under the jurisdiction of the Tribe.

3.09 "Gaming Employee" means any person who: (a) operates, maintains, repairs, assists in any Gaming Activity, or is in any way responsible for supervising such Gaming Activities, including persons who conduct, operate, account for, or supervise any such Gaming Activity; (b) is in a category under federal law, the Compact, or tribal gaming law requiring licensing; (c) is an employee of the TGA or of the Gaming Operation with access to confidential or proprietary information; (d) is a person whose routine employment duties require or authorize access to areas of the Gaming Facility that are not accessible to the public; or (e) is a person whose routine employment duties require or authorize access to confidential or proprietary information regarding the Gaming Facility where such person may have the ability to alter or manipulate such information for illicit or unauthorized purposes.

3.10 "Gaming Enterprise" or "Gaming Operation" means any gaming business, event, enterprise or activity conducted by or under the jurisdiction of the Tribe.

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

3.12 "Gaming Resources" means any goods or services provided to or used in connection with 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 Gaming Activities, maintenance or security equipment and services, gaming consulting services, and the like. The term shall not include professional accounting or legal services.

3.13 "Gaming Resource Supplier" or "Gaming Contractor" means any person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases, or otherwise

purveys Gaming Resources to the Tribe's Gaming Operation, Gaming Enterprise, or Gaming Facility. The TGA may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with Gaming Activities, if the purveyor is not otherwise a Gaming Resource Supplier under the Compact, and the compensation received by the purveyor is not grossly disproportionate to the value of the goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the Gaming Operation.

3.14 "IGRA" means the Indian Gaming Regulatory Act, 25 U.S.C. §2701 *et seq.*

3.15 "Key Employee" means a person who performs one or more of the following functions: bingo caller; counting room supervisor; chief of security; custodian of gaming supplies or cash; floor manager; pit boss; dealer; croupier; approver of credit; or custodian of gaming devices, including those persons with access to cash and accounting records within such devices. If not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year, and the four most highly compensated persons in the Gaming Operation, are included in the definition of Key Employee. Key Employee shall also include any employee considered a Key Employee under criteria established by the State and the Tribe under the Compact, as well as any person whose employment duties require or authorize access to confidential or proprietary information regarding the Gaming Facility where such person may have the ability to alter or manipulate such information for illicit or unauthorized purposes. At the discretion of the TGA, other positions or persons may be included under the definition of Key Employee and are subject to the requirements thereof.

3.16 "Licensee" means any Person who has been issued a valid and current gaming license pursuant to the provisions of this Ordinance.

3.17 "National Indian Gaming Commission" or "NIGC" means the federal gaming commission established under IGRA.

3.18 "Net Revenues" means the gross revenues of any Gaming Activity less amounts paid out as prizes, winnings and total gaming-related operating expenses and non-operating expenses consistent with professional accounting pronouncements, excluding management fees.

3.19 "Patron" means an individual who uses the services of the Tribe's Gaming Operation.

3.20 "Person" means any natural person or entity, including but not limited to corporations, partnerships and trusts.

3.21 "Primary Management Official" means the person who has management responsibility for a management contract; any person who has authority to hire and fire employees; to set up working policy for the Gaming Operation; or the chief financial officer or other person who has financial management responsibility. At the discretion of the TGA, other positions or persons may be included under and be subject to the requirements for Primary Management Officials.

3.22 "Rancheria" or "Tribal Lands" means all lands under the jurisdiction and control of the Tribe, including those lands that satisfy the definition of "Indian lands" as set forth in IGRA.

3.23 "State" means the State of California.

3.24 "State Gaming Agency" means the entity authorized to investigate, approve, and regulate Class III gaming licenses pursuant to the Gambling Control Act (Chapter 5, commencing with section 19800, of Division 8 of the Business and Professions Code). If the State fails, under a Compact provision, to designate an agency authorized to investigate, approve, and regulate gaming licenses, any function otherwise assigned to the State Gaming Agency shall be assumed by the TGC until such time as the State establishes and designates such an agency.

3.25 "Tribal Council" means the Tribal Council of the Tolowa Dee-ni' Nation.

3.26 "Tribal Court" means any court or forum established by the Tribe to hear disputes.

3.27 "Tribal Gaming Commission" ("TGC") means the tribal governmental agency established by the Tribe under this Gaming Ordinance to monitor Gaming Activities, investigate wrongdoing, conduct background investigations, issue licenses, and perform other duties as required for the regulation of gaming on the Reservation.

3.28 "Tribe" means the Smith River Rancheria.

3.29 "Union" or "Labor Organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

§4.0 Gaming Authorized

4.01 Class II and Class III gaming as defined in the Indian Gaming Regulatory Act, 25 U.S.C. Section 2701 *et seq.* ("IGRA"), and any regulations of the National Indian Gaming Association ("NIGC") promulgated thereunder, are hereby authorized.

4.02 Class III gaming shall be conducted in accordance with any Tribal-State Gaming Compact between the Tribe and the State of California.

4.03 All other Gaming Activities on Tribal Lands are prohibited except as expressly permitted under this Gaming Ordinance.

§5.0 Ownership of Gaming

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

5.02 The Tribe may, in accordance with IGRA, enter into a management contract for maintenance, operation and management of any gaming operation on such terms and under such

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conditions as the Tribal Council has determined to be fair and reasonable and in the best interest of the Tribe.

5.03 No elected official of the Tribe, any Commissioner, or any member of any other committee or Commission of the Tribe shall have a financial interest in or management responsibility for any management agreement entered into pursuant to the IGRA. Further, none of the above named individuals shall serve on the board of directors or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation or ten percent (10%) or more of the beneficial interest in any partnership, trust, or other entity, in any such corporation, partnership, trust or other entity having a financial interest in, or management responsibility for, such contract.

§6.0 Use of Gaming Revenue

6.01 Net Revenues for any Gaming Activities shall be used only for the following purposes: to fund tribal government operations and programs; to provide for the general welfare of the Tribe and its members; to promote tribal economic development; to donate to charitable organizations; or to help fund operations of local government agencies.

6.02 If the Tribe elects to make per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. Section 2710(b)(3).

§7.0 Indian Preference in Contracts

7.0 The management of the Gaming Facility, any management and investment gaming contracts or other gaming contracts for the construction and operation of the Gaming Facility or activity must adhere to the provisions of the Tribe's Employment Rights' Ordinance ("TERO").

§8.0 Operation of the Gaming Facilities

8.01 Protection of the Environment and Public Health and Safety All Gaming Facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and public health and safety.

8.02 Facility Licensing In order to ensure the protection of the environment and public health and safety, and to ensure that Gaming Activities are only conducted the within a tribally owned and operated Gaming Facility, the Gaming Commission shall issue a separate license to each place, facility or location where Gaming Activities are conducted under this Ordinance.

8.03 Inspection Before Gaming Activities can be conducted in any Gaming Facility, the Gaming Commission shall inspect and license each Gaming Facility in accordance with this Gaming Ordinance, the Compact and any other applicable law. The Gaming Commission shall also determine and certify that the Gaming Facility and any new Gaming Facility construction meets the Tribe's building and safety codes, and any applicable federal or Compact requirements, and shall issue a certificate of occupancy to the Gaming Facility as required under the Compact. Inspections shall be conducted by qualified building and safety experts at the direction of the TGC. The certificate shall be posted in a conspicuous and public place at the

Gaming Facility. The issuance of the certificate shall be reviewed for continuing compliance a minimum of every two years thereafter.

8.04 Notice to the State The Gaming Commission shall give reasonable notice of each inspection to the State's designated agent or agents who may accompany any such inspection. The TGC and the State's designated agent or agents shall exchange any inspection reports within ten (10) days after completion of the report and simultaneously forward copies of such reports to the Tribe's Chairperson.

9.0 Patron Dispute Resolution

Patrons who have personal injury or property damage complaints against the Gaming Facility or Gaming Operation ("Patron Tort Claims") shall have the right to remedies provided in the Tribe's Tort Ordinance. Patrons who have complaints arising from their participation in Gaming Activities at the Gaming Facility ("Patron Gaming Claims") shall have the right to remedies as provided in the TGC policies and procedures.

10.0 Minimum Age Requirements

10.01 If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, no person under the age of twenty-one (21) years shall be permitted to be present in any area where gaming activities are being conducted, and in which alcoholic beverages may be consumed, to the extent required by the California Department of Alcoholic Beverage Control.

10.02 If alcohol consumption is not prohibited, no person under the age of eighteen (18) years shall be permitted in any area where Gaming Activities are being conducted, unless the person is en-route to a non-gaming area of the Gaming Facility.

11.0 Firearms Prohibition

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

12.0 Tribal Minimum Internal Control Standards

12.01 Applicable Standards The Gaming Facility shall formally adopt Tribal Minimum Internal Control Standards ("MICS") that shall be applicable to the Tribe's gaming operation. Tribal MICS shall:

- (1) Provide a level of control that equals or exceeds those set forth in 25 CFR Parts 542 (as in effect on October 10, 2008, or as may be amended), 543 and 547;
- (2) Contain standards for currency transaction reporting that comply with 31 CFR Part 103; and
- (3) Establish internal control standards for Class II and III games that are not addressed in the MICS, if any.

12.02 Annual CPA Testing of Compliance In order to verify that the gaming operation is in compliance with the Tribal MICS adopted pursuant to the Section above, an independent certified public accountant ("CPA") shall be engaged annually to perform "Agreed-Upon Procedures."

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12.03 Compliance The Tribal Gaming Commission shall monitor and enforce compliance with the internal control standards adopted pursuant to this Section.

ARTICLE II: TRIBAL GAMING COMMISSION

§1.0 Establishment of the Tribal Gaming Commission

The Tribe hereby establishes the Tolowa Dee-ni' Nation Tribal Gaming Commission ("TGC"). The TGC shall function as an independent tribal entity responsible for the regulation of all gaming activities on tribal lands.

§2.0 Gaming Commissioners

The TGC shall consist of no less than three (3) Commissioners. Gaming Commissioners shall be hired by the Tribal Council, and shall be full time employees. Vacancies shall be filled by the Tribal Council. Gaming Commissioners must report to the Tribal Council when requested to do so by the Tribal Council

§2.0 Commissioner Qualifications

2.01 Gaming Commissions must be at least twenty-five (25) years of age, be a U.S. citizen, and have experience in one or more of the following fields: accounting, law, gaming operations, gaming management, gaming regulation, law enforcement or public administration.

2.02 The Gaming Commissioners may not be an elected official of the Tribe, employed in the Gaming Operating, gaming contractors (including any principal of a management, or other contracting company), or directly related to, or sharing a residence with, any of the above. Gaming Commissioners may hold other non-elected tribal positions and engage in business; provided, however, that Commissioners shall not engage in any business that is subject to the provisions of this Ordinance.

2.03 All Gaming Commissioners shall be licensed, and background investigations of each Gaming Commissioner shall be conducted by an independent investigator or an investigator appointed by the TGC under the direction of the Tribal Council.

2.04 Gaming Commissioners are subject to the drug and alcohol policy of the Tribe.

§3.0 Disqualification for Service

3.01 No Gaming Commissioner may be employed in the management of the Tribe's Gaming Facility

3.02 Gaming Commissioners must meet the licensing standards otherwise applicable to applicants for a Tribal gaming license.

3.03 Gaming Commissioners shall not participate in any Gaming Activity offered by the Tribe in its Gaming Facility

3.04 Gaming Commissioners shall not solicit or accept employment from any person or entity licensed by the TGC during their employment, provided however that this restriction shall not apply to persons or entities licensed to provide non-gaming goods or services.

3.05 During their employment, Gaming Commissioners shall not own any securities of, or any ownership interest whatsoever in, any entity licensed by the TGC, provided, however, that this restriction shall not apply to publicly held corporations if the ownership therein is less than 5%.

§4.0 Background Investigations

4.01 Background investigations of each Gaming Commissioner shall be conducted by an independent investigator or an investigator appointed by the Tribal Council under the direction of the Tribal Council, and if deemed necessary, the Tribe's attorney. The investigator shall conduct an investigation sufficient to make a determination of eligibility as required under this Act and other applicable law. This shall include verification of information submitted by the applicant. In conducting the background investigation, the investigator shall maintain as confidential the identity of each person interviewed in the course of the investigation. The investigator shall document all potential problem areas noted and any disqualifying information. The investigator shall keep the details of the investigation confidential, but the Tribe's attorney may confer with the investigator or any other person experienced in conducting or evaluating background investigations provided such other person agrees to maintain the confidentiality of the information obtained about the applicant.

4.02 Upon completion of the independent investigation the, Tribal Council, in consultation with the Tribe's attorney shall make a determination as to whether the suitability standards contained within this Gaming Ordinance have been met.

4.03 Background investigations of all TGC employees that are not conducted by an independent or appointed investigator as provided for above shall be conducted by the appropriate TGC staff as directed by the TGC, unless otherwise provided for by the TGC.

§5.0 Standard of Professional Conduct

Each Commissioner shall abide by the following standard of professional conduct: confidentiality, impartiality, fairness, and commitment to upholding the reputation of the Tribe for conducting Gaming Activities of the highest integrity and honesty.

§6.0 Compensation

The salaries for Commissioners shall be approved by the Tribal Council as part of the annual budget. Commissioners shall be reimbursed for expenses incurred in connection with the performance of their duties as Commissioners and in accordance with the budget. Policies with respect to reimbursement of expenses shall be the same as those applicable to other Tribal government employees. Any Commissioner employed on a full-time basis shall be eligible for the same fringe benefits as such other full-time Tribal government employees.

§7.0 Chairperson

The Tribal Gaming Commission Director shall be responsible for managing, supervising and overseeing the daily activities of the Commission its employees. The Gaming Commission Director shall report directly to the Tribal Council.

§9.0 Meetings

9.01 The TGC may adopt such rules and regulations for the conduct of their meetings and the management of the TGC as they may deem proper.

9.02 A quorum shall consist of two (2) Commissioners if there are three (3) Commissioners total serving on the TGC. If more than three (3) Commissioners are serving on the TGC, then two-thirds of the Commissioners shall constitute a quorum.

9.03 TGC meetings may be held in closed sessions for good cause, including the protection of the privacy of persons, personnel matters, licensing determinations, review of background investigations, hearings on complaints against individuals, consideration of whether to include an individual on the Exclusions list.

§10.0 Reporting Responsibilities

10.01 The TGC shall make at least one report a month to the Tribal Council which shall include a summary of the TGC activities, including all licensing and enforcement actions for the preceding month.

10.02 The TGC shall provide to the Tribal Council annually all finance and compliance audits performed pursuant to this Ordinance. A summary of these annual reports will be presented at the annual General Membership meeting.

10.03 The TGC shall conduct or cause to be conducted an annual independent CPA audit of the gaming operation, which shall include all gaming related contracts that result in purchases of supplies, services, or concessions for more than \$25,000 in any year (except contracts for professional legal or accounting services), with the results of those audits submitted to the NIGC.

§11.0 Removal from Office

Commissioners may only be removed from office by the Tribal Council for neglect of duty, malfeasance or other good cause shown (collectively referred to as "good cause"). Upon receipt of an allegation of an act or omission that constitutes good cause, the Tribal Council may suspend, with or without pay at its own discretion, a Gaming Commissioner from office for no more than 60 days pending a full investigation of misconduct. At the expiration of the suspension period, the suspension shall be lifted upon a determination that no cause exists for removal under this Gaming Ordinance, or, upon a finding of misconduct, the Tribal Council shall discipline the Commissioner as appropriate, up to and including removal from office.

§12.0 Post-Commission Restrictions

Gaming Commissioners and TGC employees shall be precluded from consulting or employment in any position with the Tribe's Gaming Enterprise for a period of no less than two (2) years

from their date of termination at the TGC. This prohibition may be waived by the Tribal Council.

§13.0 Conflicts of Interests

If any Commissioner has a conflict of interest in investigating, hearing or deciding a matter to come before the TGC, the Commissioner shall have a duty to disclose such conflict and shall recuse themselves from that matter.

§14.0 Personnel and Administrative Policies

The TGC shall be deemed to be an agency of the Tribal government and as such shall be subject to the personnel and other governmental administrative policies of the Tribal government, as the Tribal Council shall determine from time to time. In the absence of specific personnel policies, those affecting management level employees of the Gaming Enterprise shall be applied to the operation of the TGC. The Tribal Council shall, in good faith, consider and approve any exceptions necessary to tailor such policies to the TGC. All Commissioners and Commission employees shall strictly abide by the TGC oaths of confidentiality and professionalism in the discharge of their duties.

§15.0 Tribal Gaming Commission Independence

Notwithstanding the fact that the TGC is a Tribal governmental agency and is accountable to the Tribal Council for its administration, in order to maintain independence and ensure the highest level of integrity, the Tribal Council shall not interfere with TGC business or compromise the TGC's ability to perform its duties and responsibilities as provided for in this Ordinance. The decisions of the TGC regarding licensing, suitability and compliance with Applicable Law shall be within the exclusive province of the TGC, except that the Tribal Council may review any allegation that the TGC has exceeded its authority under this Gaming Ordinance, or a Gaming Commissioner has violated his or her duties under this Ordinance. If, upon review, Tribal Council deems the allegations to be true, it shall take any action necessary, which may include reversal of a TGC decision, or removal of a Commissioner for cause.

§16.0 Tribal Gaming Commission Powers and Duties

The TGC shall have the power, duty, and primary responsibility to carry out and enforce the Tribe's regulatory responsibilities under federal and tribal law and any applicable provision of the Compact in effect, to protect the integrity of the Gaming Activities and the Gaming Operation. The TGC shall:

16.01 Conduct on-site gaming regulation and control; inspect, test, audit, examine, and monitor the Gaming Facility and Gaming Activities, including internal control systems; prepare reports and monitor compliance, including the authority to demand access to and inspect, examine, photocopy and audit all papers, books and records related to the Gaming Facility or Gaming Activities;

16.02 Investigate any suspicion of wrongdoing in connection with the Gaming Facility or Gaming Operation, or related to any Gaming Activity or licensee, including potential licensing or internal control violations, or interference with TGC operations, and require correction of violations as the TGC deems necessary, including establishing and imposing fines or other

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sanctions against licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements under applicable federal or tribal law or the Compact, and provide notification to applicable regulatory authorities as deemed necessary for violations not corrected in a timely manner;

16.03 Conduct, or cause to be conducted, such investigations as may be necessary to determine compliance with applicable laws, including this Gaming Ordinance, or any contracts, agreements, goods, services, events, incidents, or other matters related to Gaming Activities;

16.04 Conduct, or cause to be conducted, background investigations regarding any person or entity in any way connected with any Gaming Activity and/or the Gaming Operation, and issue licenses and identification badges to, at minimum, all Key Employees, Primary Management Officials, and Gaming Resource Suppliers according to requirements at least as stringent as those established in 25 C.F.R. Parts 556 and 558; provided no Commissioner shall provide any personal endorsement, recommendation or other support for an Applicant;

16.05 Administer oaths or affirmations to witnesses appearing before the TGC; hold hearings, sit and act at such times and places, summon persons on Tribal Lands to attend and testify at such hearings, take testimony, and receive such evidence as the TGC deems relevant to fulfill its duties;

16.06 Execute agreements necessary to receive comprehensive criminal history and other background investigation information from other jurisdictions and sources;

16.07 Implement and administer a system for investigating, licensing (including license issuance, renewal, denial, and revocation), and monitoring the Gaming Facility, employees, Gaming Contractors, vendors, suppliers, investors, and others connected with Gaming Activities, as described below, including the licensing of Gaming Facilities, individuals and entities as required under this Gaming Ordinance, IGRA, or any applicable Compact;

16.08 Ensure, monitor, and direct inspections of the Gaming Facilities by qualified building and safety experts in order to comply with the Tribe's building and safety codes; provide reports as requested to the Tribal Council and, if applicable, the State; review reports; and issue a certificate of occupancy to the Gaming Facility;

16.09 Provide a copy of each Gaming Facility license and renewals thereof to the NIGC, including, at minimum: the Tribe's name; name and address of the Gaming Facilities; types of gaming allowed; effective date of each license; the signature of the tribal official responsible for issuing the license; and the name and phone number of the TGC;

16.10 Hear and resolve disputes against the Gaming Facility or Gaming Operation, in accordance with procedures established in this Gaming Ordinance, consistent with the Compact and any other Ordinances, policies or procedures;

16.11 Hire staff and support services as deemed necessary, subject to the TGC budget approved by the Tribal Council;

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16.12 To the extent required, comply with any reporting requirements established under this Gaming Ordinance, the Compact, IGRA and regulations promulgated thereunder, and other applicable law;

16.13 Develop necessary documentation and protocols, and establish joint cooperative working relationships with federal, state, and local jurisdictions as necessary to assist in ensuring the effective regulation of the Tribe's Gaming Activities;

16.14 Implement appropriate rules, regulations, and procedures to ensure the effective enforcement of the provisions of this Gaming Ordinance, including but not limited to:

- (1) Protect the physical safety of gaming patrons, employees, and others in the Gaming Facility;
- (2) Ensure the physical safeguarding of assets transported to, within, and from the Gaming Facility.

16.15 Prevent illegal activity in the Gaming Facility or Gaming Operation through:

- (1) Maintenance of employee procedures and a surveillance system in accordance with industry standards;
- (2) Maintenance of detailed and permanent records of all occurrences and incidents in the Gaming Facility that deviate from normal operating policies and procedures;
- (3) Establishment of employee procedures to detect theft, cheating and fraud;
- (4) Development of an exclusion policy that includes a right to a hearing and requires maintenance of a list of persons barred from the Gaming Facility.

16.16 Conduct or cause to be conducted an annual independent CPA audit of the gaming operation in accordance with Section 10.03 of this Article;

16.17 Approval of all game rules and regulations;

16.18 Establish and impose license fees, sanctions, fines, and conditions as appropriate under applicable law;

16.19 Investigate and ensure compliance with any requirements for tribal ownership, management, and control of the Gaming Facility and Gaming Operation, as set forth in applicable law;

16.20 Investigate and ensure compliance with age restrictions for patrons including provisions prohibiting minors in the Gaming Facility and age limits on service of alcoholic beverages as provided under applicable law;

16.21 Carry out any requirements under Tribal or federal law or the Compact for the protection of the health and safety of Gaming Facility patrons, guests, and employees, including requirements that the Gaming Facility meets building and safety codes duly adopted by the Tribe; and

16.22 Approval of Gaming Facility floor plans, closed-circuit television system, and cashier's cage, minimum staffing and supervisory requirements, and technical standards for gaming device operations;

16.23 Ensure gaming devices are not transported to or from the Tribal Lands except in accordance with procedures established by an agreement between the TGC and the State Gaming Agency. The agreement shall require at least ten (10) days-notice to the county sheriff, and transportation only to specific destinations for specific purposes as established in the agreement and the Compact;

16.24 Promulgate rules governing the conduct of each Class II or Class III game allowed under this Gaming Ordinance.

16.25 Comply with a Tribal conflict of interest policy to ensure that Commissioners are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their business.

16.26 Monitor and ensure compliance with Tribal Minimum Internal Control Standards ("MICS");

16.27 Verify the Gaming Operation is in compliance with the Tribal Minimum Internal Control Standards adopted by engaging an independent certified public accountant to perform "Agreed-Upon Procedures;"

16.28 Carry out such other duties with respect to the regulation of Gaming Activities on Tribal Lands as required under Applicable Law, including this Gaming Ordinance, IGRA, and the Compact;

16.29 Carry out such other duties as assigned by the Tribal Council of the Tribe, provided that any additionally assigned duties shall not conflict with TGC's duties and obligations pursuant to this Ordinance or any applicable law. Such assignments shall be made through appropriate policy or procedure in order to capitalize upon certain expertise of the TGC.

16.30 Any attempt to prevent or obstruct the exercise of any of the Commission's powers pursuant to this Ordinance shall constitute a violation of this Ordinance.

ARTICLE III GAMING LICENSES

§1.0 Licensing Policy and Requirements It is the policy of the Tribe that all Gaming Activities be licensed and controlled so as to protect the morals, good order and welfare of tribal members and other persons on Tribal Lands, and to preserve the honesty, fairness and integrity of such Gaming Activities. Accordingly, no person shall engage in any Class II or Class III Gaming Activities on Tribal Lands without a valid license issued by the TGC.

§2.0 Licensing Procedure The Tribe's Gaming Licensing procedure shall be administered through the TGC. The program shall be an investigative licensing process under which all

applicants for gaming license are evaluated against the standards set forth in, and subject to, the following applicable laws:

- (1) This Gaming Ordinance, and any gaming regulations promulgated thereunder;
- (2) The Indian Gaming Regulatory Act and any applicable regulations published by the National Indian Gaming Commission;
- (3) Any applicable Compact requirements; and
- (4) Any other applicable tribal, federal or state laws.

§3.0 Gaming License is a Privilege Any gaming license or finding of suitability issued by the TGC shall be deemed a privilege, and is subject to suspension or revocation at any time. No license or license renewal shall be issued that would place the Tribe in violation of any applicable law. A gaming license or finding of suitability is subject to renewal at least every two (2) years.

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

§5.0 Release of Information Persons applying for a license shall agree to release all information necessary in order for the TGC and any applicable federal or state entity to complete their suitability determination. Applicants must update all such information promptly on an on-going basis, and to furnish such information as may be required by the State Gaming Agency, or any other governmental agency as may be required by law

§6.0 Persons Required to be Licensed The following persons and entities are required to be licensed by the Gaming Commission, and as a basis for issuing a license, the Gaming Commission must conduct, or cause to be conducted, a background investigation, in accordance with the requirements of this Article, of those persons listed , below:

- (1) All gaming employees, including Key Employees and Primary Management Officials, employed within the Tribe's Gaming Enterprise, and the Tribal Gaming Commission;
- (2) A Gaming Resource Supplier or contractor who, directly or indirectly, provides, has provided, or is deemed likely to provide, at least twenty-five thousand dollars (\$25,000) in resources or labor annually. All other Gaming Resource Suppliers, as well as Non-Gaming Resource Suppliers who directly or indirectly provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000) in resources or labor annually, shall be licensed at the discretion of the Commission.
- (3) Financial Sources as defined by this Ordinance; provided the Commission shall have the discretion to not require a license for Financial Sources that provides financing by a federally regulated or state-regulated bank, savings and loan, or other federally-or state-regulated lending institutions; or any agency of the federal, state, or local government; or any investor who, alone or in conjunction with others, holds less than 10% of any outstanding indebtedness evidenced by bonds issued by the Tribe.

- (4) **Unions or Labor Organizations**, including its management and representatives, seeking to represent any Gaming Employees must first apply for and be deemed suitable to obtain a license under standards and licensing requirements established by the TGC.

In addition, the TGC may require persons who are to be employed at a Gaming Facility on Tribal Lands in another capacity, such as in non-gaming related activities, to establish that they have not been convicted of certain crimes or engaged in any activity which the Tribal Gaming Commission in its sole discretion deems to render such person a danger to the safety or integrity of the Gaming Activities, or to the safety and security of the Tribe, property of the Tribe, any Tribal member, any Gaming Employee or patron, or the public.

§7.0 Background Investigations License Applicants shall be required at a minimum to submit for consideration all information required under the IGRA, including Section 25 CFR Part 556.4.

7.01 The TGC shall request from each Applicant, unless provided otherwise by the TGC consistent with Applicable Law, all of the information specified in subsections () below, as well as any other information required on the gaming license application. The TGC reserves the right, at any time, to request additional information during or subsequent to any background investigation:

- J (1) Full name, other names used (oral or written), social security number(s), date of birth, place of birth, citizenship, gender, all languages (spoken or written);
- (2) Currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses and driver's license numbers;
- (3) Names and current addresses of at least three (3) personal references (who are not related to or living in the same household with applicant), including one personal reference who was acquainted with the applicant during each period of residence as listed under subsection (2) above;
- (4) Current business and residence telephone numbers;
- (5) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- (6) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (7) 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;
- (8) For each felony for which there is an on-going prosecution or a conviction: the charge, the name and address of the court involved, and the date and disposition, if any, of the case;
- (9) For each misdemeanor conviction or on-going misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application: the name and address of the court involved, and the date and disposition;
- (10) For each criminal charge (excluding minor traffic charges) 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 above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;

- (11) Name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (12) A current photograph;
- (13) Any other information the TGC deems relevant; and
- (14) Fingerprints consistent with procedures adopted by the Gaming Commission according to 25 C.F.R. § 522.2(h) and, as applicable, fingerprints to be processed through the State Gaming Agency. For the limited purpose of obtaining fingerprints in compliance with 25 C.F.R. § 522.2 (h) the Tribal Gaming Commission shall be the designated law enforcement agency.

§8.0 Additional Background Information for Business Entities In addition, the TGC shall request from an Applicant that is a business entity all of the following information, provided that two (2) or more business entities having a commonality of the characteristics identified in the following sub-sections may be deemed to be a single business entity:

- (1) Each of its officers and directors;
- (2) Each of its principal 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 owns more than ten percent (10%) of the shares of the corporation, if a corporation; and
- (5) Each person or entity (other than a financial institution that the Gaming Commission has determined does not require a license under Sub-section 6.4.6 of the Compact) that, alone or in combination with others, has provided financing to the business entity in connection with any gaming authorized under the Compact, if that person or entity provided more than ten percent (10%) of:
 - (a) The start – up capital;
 - (b) The operating capital over a 12 – month period; or
 - (c) A combination thereof.

§9.0 Temporary Licenses Upon completion of a preliminary background investigation, and that investigation does not indicate the applicant has a criminal history or other information in his or her background that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license, or is otherwise unsuitable for a license, the TGC may issue a temporary license of no more than ninety (90) days duration if, in its sole discretion, it deems such issuance appropriate, and may grant an extension of such a license if necessary to complete the investigation or to obtain additional Criminal History Record Information results from fingerprint submissions. Such licenses shall permit the licensee to engage in such activities pursuant to such terms and conditions as the TGC may specify. Temporary licenses may be suspended or revoked at any time by the TGC, and shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or until a specified expiration date.

§10.0 Application Forms

10.1 Notices. Each application form for a License Applicant, unless otherwise specifically exempted by the TGC consistent with applicable law, shall contain the following notices:

Privacy Act Notice.

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form [your application for a gaming license and any renewal thereof] 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 Gaming Commission 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 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 the Tribe's being unable to license you for a primary management official or key employee position, or other position as determined by the Tribe. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

Notice Regarding False Statements.

A false statement or 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 (18 U.S.C § 1001).

§11.0 Existing Licensees Any existing licensee, unless otherwise specifically exempted by the TGC, shall be notified that they shall either:

- (1) Complete a new application form that contains the Privacy Act Notice and the Notice Regarding False Statements; or
- (2) Sign a statement that contains the Privacy Act Notice and consent to the routine uses described in that Notice and sign a statement that contains the Notice Regarding False Statements.

§12.0 State Gaming Agency Class III Gaming Employees, Gaming Resource Suppliers, gaming management and investors may further be subject to State Gaming Agency investigation and suitability requirements, including issuance of a license or certification of suitability, under the Compact.

§13.0 Drug and/or Alcohol Testing The TGC reserves the right to require drug and/or alcohol testing for any license applicant or licensee at any time.

§14.0 License Investigations The TGC may employ all reasonable means, including engaging outside services and investigators and holding hearings, to acquire the information necessary to determine whether or not a license should be issued. Applicants shall agree to release all information necessary in order for the TGC to achieve its goals under this Gaming Ordinance and to furnish such information to the NIGC, the State Gaming Agency, or other agencies as may be required by Applicable Law.

§15.0 License Renewal All licenses shall be subject to renewal at least every two (2) years, and more frequently if so required by the TGC or other applicable law. Such licenses may be revoked or suspended upon the occurrence of any act that, if known during the application process, would have tended to disqualify such person or entity for such a license.

§16.0 License Fees Unless specifically waived by the TGC, all persons applying for a license shall be required to pay all applicable license fees and costs when due, including a reasonable deposit for costs that may be incurred in connection with the license application. Estimates of licensing costs will be provided to applicants upon reasonable request. All fees and costs must be received by the TGC prior to issuance of the license, unless the Tribe or the Gaming Operation has agreed to reimburse the TGC directly for all or part of such fees and costs.

§17.0 Fingerprints The TGC shall cause fingerprints to be taken and forwarded to the NIGC and to the State Gaming Agency, as applicable, consistent with all applicable laws and the Compact. Fingerprints shall be processed through the FBI and/or other available state sources as applicable to determine the applicant's criminal history, if any.

§18.0 Eligibility Determination The TGC shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of an Applicant to hold a gaming license. If the TGC, in applying the standards adopted herein, determines that licensing of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the TGC shall not license that person in any position for which a license is required.

§19.0 Investigative Report and Notice of Results When a Primary Management Official or Key Employee is employed, the TGC shall create a complete application file containing the all the information required by this Section.

19.01 Before issuing a License to a Key Employee or Primary Management Official, the TGC shall create an investigative report on each background investigation. The investigative report shall include the following information;

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

19.02 The TGC shall prepare an eligibility determination, and submit a notice of results of the Applicant's background investigation to the NIGC no later than sixty (60) days after the Applicant begins work. The notice of results shall contain the following information:

- (1) Applicant's name, date of birth, and social security number;
- (2) Date on which the 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 include a listing of:
 - (a) Licenses that have previously been denied;
 - (b) Gaming licenses that have been revoked, even if subsequently reinstated;
 - (c) Every known criminal charge brought against the applicant within the last ten (10) years of the date of application; and
 - (d) Every felony of which the applicant has been convicted or any ongoing prosecution.

19.03 If, within thirty (30) days of the receipt of the information identified in Section 19.02, the NIGC provides the TGA with a statement itemizing objections to the issuance of a license to the Applicant, the TGA shall reconsider the application, taking into account the objections itemized by the NIGC. The TGA shall make the final decision as to whether to issue a license to the Applicant.

19.04 If the TGA issues a license to the Applicant before receiving the NIGC's objections, the notice and hearing provisions outlined in Section 24 shall apply.

§20.0 Notice to NIGC of License Decisions, Retention Obligations After the TGC has provided a notice of results of the background check to the NIGC, it may license a Key Employee or Primary Management Official. Within thirty (30) days after the issuance of the license, the TGC, and shall notify the NIGC of its issuance.

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

20.02 If the TGC does not license an applicant:

- (1) The TGC shall notify the NIGC; and
- (2) The TGC shall forward copies of its eligibility determination and notice of results to the NIGC for inclusion in the Indian Gaming Individuals Record System.

20.03 The TGC shall retain the following for inspection by the NIGC for no less than three (3) years from the date of termination of employment:

- (1) Applications for licensing;
- (2) Investigative reports; and
- (3) Eligibility determinations.

§21.0 Denial of Gaming License Applicants Applicants who are denied a license must wait for at least two (2) years before they may reapply for a gaming license. The applicant shall be entitled to appeal a license denial as set forth in this Gaming Ordinance.

§22.0 Standards All persons engaged by or associated with any Gaming Activity on Tribal Lands shall conduct themselves with honesty, integrity, and with such decorum and manners as necessary to reflect positively on the Tribe, its members and the Gaming Activities. Any failure to abide by such standards, or any violation of a rule, regulation, law, custom or tradition of the Tribe, the TGC or the Gaming Operation, or with the terms or conditions of the license, may be grounds for immediate suspension or revocation of any license issued hereunder.

§23.0 License Suspension If, after issuing a gaming license, the TGC receives reliable information from the NIGC or other reliable source indicating that a Licensee is not eligible, or is no longer eligible, to hold a gaming license under the eligibility criteria established herein, the TGC shall immediately suspend the license and shall provide the licensee with written notice of suspension and proposed revocation.

The TGC shall notify the licensee of a time and place for a hearing on the proposed revocation of a license in accordance with the procedures set forth in this Gaming Ordinance.

After the revocation hearing, the TGC shall decide whether to revoke or to reinstate the gaming license. If the suspension of the license is a result of information received from the NIGC, the TGC shall notify the NIGC of its decision within 45 days of receiving notification from the NIGC.

§24.0 Hearings The TGC may conduct hearings as needed to make regulatory compliance determinations within the scope of this Gaming Ordinance, and shall conduct hearings for licensing determinations, proposed exclusions of individuals from the Gaming Facility, enforcement actions, the imposition of fines and applicable Patron Gaming Claims; provided, however, hearings on Patron Tort Claims against the Gaming Facility shall be conducted in accordance with the Tribe's Tort Liability Ordinance.

24.01 All Tribal Gaming Commission hearings shall:

(1) Be properly noticed in writing to the party that is the subject of the TGC's decision or order. Such notice shall be delivered at least ten (10) business days prior to the hearing;

(2) Allow the party that is the subject of the TGC's decision or order to present written or oral statements or other evidence to support his or her position;

(3) Be documented or recorded and maintained on file in accordance with the governing records retention policy;

(4) Advocates may participate in the hearing on behalf of either party at the party's own expense, and the TGC may seek the advice of the Tribe's legal counsel as needed.

24.02 The TGC shall weigh the evidence, testimony, and exhibits and make its decision, based on the credibility of the evidence and witnesses, by a preponderance of the evidence. TGC's decisions shall be issued in writing within 30 days of the hearing. All decisions shall

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include a statement of facts and a statement of legal authority on which the decision is based. Decisions shall be delivered to the party and include information and instructions for appealing the decision.

24.03 Nothing herein shall prohibit the TGC from taking immediate action in emergency situations to protect the health and safety of patrons and employees or assets of the Tribe. Such actions shall immediately be followed by this hearing process.

24.04 The decision of the Commission shall be final.

ARTICLE IV ENFORCEMENT ACTIONS

§1.0 Investigation Process The TGC shall conduct or cause to be conducted any investigations necessary to ensure the Gaming Activities are conducted within the Gaming Facility in accordance with this Gaming Ordinance and any other applicable law.

§2.0 Investigating Reports of Cheating The TGC shall investigate any reports received regarding allegations of acts of cheating by patrons or employees. Individuals suspected of cheating may be excluded from the Gaming Facility, or in the case of an employee, may have their license suspended pending the outcome of the investigation.

§3.0 Exclusion or Ejection of Individuals from the Gaming Facility In order to protect the health and safety of tribal members and the Patrons of the Gaming Facility, and to ensure the integrity of the Gaming Activities, the TGC shall be authorized to exclude or eject individuals from the Gaming Facility. This shall include the authority to permanently exclude certain individuals.

§4.0 Exclusion List The TGC shall establish a list of persons who are to be limited, excluded or ejected from the Gaming Facility. The list may include any person whose presence in the Gaming Facility is determined by the TGC to pose a threat to the interests of the Tribe, State of California or to licensed gaming. Race, color, creed, national origin, ancestry or sex must not be grounds for placing the name of a person on the list.

4.01 Individuals subject to exclusion shall be afforded a hearing in accordance with Article III Section 24.

4.02 Once placed on the exclusion list, individuals shall not be permitted to enter into the Gaming Facility or engage in any Gaming Activity. A Licensee who knowingly fails to exclude or eject someone from the Gaming Facility who is on the Exclusion List may be found to have violated this Ordinance.

§5.0 Enforcement Actions If the TGC determines that a violation of this Ordinance has occurred, depending upon the seriousness of the violation, the TGC may take any one of the following actions:

5.01 Contact the alleged violator about possible violations of this Ordinance, or practices which may result in violations of this Ordinance, in order to assist the alleged violator in adhering to the requirements of this Ordinance;

5.02 Issue a warning of violation, in the form of a letter from the TGC to the violator, containing an explanation of the basis for the warning, measures required to correct the violation, and an explanation of the steps the TGC may take if the violator does not take positive corrective action;

5.03 Issue an order to the violator to cease and desist from further commission of such violation;

5.04 Assess a civil fine or penalty against the violator;

5.05 Seize the gaming machines or other gaming equipment that are being operated in violation of this Ordinance, and/or the assets/proceeds obtained in violation of this Ordinance;

5.06 Order the management of the Gaming Facility to halt any payments to or cease continued relations with any violator where such payment or continued relationship is in violation of this Ordinance;

5.07 Order a temporary closure of the Gaming Facility, or the affected portion(s) thereof, where the violation has occurred or is occurring; and/or

5.08 Impose other appropriate and reasonable sanctions within the TGC's jurisdiction.

§6.0 Enforcement Process

6.01 The TGC shall initiate enforcement actions by issuing a notice of violation, describing the violation and the proposed penalty or other enforcement action, to the person who is charged with the violation.

6.02 The notice of violation shall be served by personal delivery or U.S. Mail, return receipt requested. Notice shall be considered received on the date of personal delivery or three (3) days after the notice is mailed by U.S. Mail

6.03 The notice shall include a warning that if the person does not respond within seven (7) business days, the proposed assessed civil penalty or other enforcement action will become permanent, and the person will lose all rights to appeal.

6.04 Within seven (7) business days of receipt of the notice of violation, the person who is charged with the violation may submit a written request for a hearing before the TGC on the proposed enforcement action described in the notice of violation. If a hearing is requested, it shall be held in accordance with Article III Sections 24 and 25 of this Ordinance.

6.05 If the alleged violator does not request a hearing within seven (7) business days of receipt of the notice of violation, the proposed assessed civil penalty or other enforcement action will become permanent, and the person shall lose all right to appeal.

6.06 The TGC and/or Tribal Court or appellate tribunal, may institute proceedings in any judicial forum of competent jurisdiction to enforce a penalty issued by the Gaming Commission and/or upheld by the Tribal Court/appellate tribunal on appeal.

§7.0 Civil Penalties Any person engaging in a prohibited activity under this Ordinance is subject to asset forfeiture and civil fines in an amount not to exceed twenty-five thousand (\$25,000) dollars for each day in which the violation occurs, to be assessed by the TGC. In addition to any monetary fine, any person violating the provisions of a license issued under this Ordinance is subject to a penalty of probation, suspension, revocation, non-renewal, or denial of a license, to be determined by the TGC.

In determining the type and amount of the penalty and/or fine, the TGC shall consider the appropriateness of such fine and/or penalty in light of the gravity of the economic benefit of noncompliance, the seriousness of the violation, the respondent's history of violations, the degree of fault of the respondents in causing or failing to correct the violation, and the degree of the respondent's good faith in attempting to achieve rapid compliance after issuance of any warning of violation.

ARTICLE V MISCELLANEOUS PROVISIONS

§1.0 Effect of Compact Notwithstanding anything in this Gaming Ordinance to the contrary, any licensing procedures required under the Compact shall be implemented as provided therein, and the TGC may adopt regulations integrating such procedures with the foregoing.

§2.0 National Indian Gaming Commission-Regulations Notwithstanding any provision in the Gaming Ordinance, this Ordinance or any regulation promulgated thereunder, the Commission is fully empowered to comply with all applicable regulation promulgated by the National Indian Gaming Commission, including but not limited to all requirements to report ordinances, contracts, license applications, background checks and other information to the National Indian Gaming Commission.

§3.0 National Indian Gaming Commission-Assessment Notwithstanding any provision in the Gaming Ordinance, this Ordinance or any regulation promulgated thereunder, the TGC is fully empowered to comply with all assessments authorized by the National Indian Gaming Commission. Such assessments shall be paid from the Treasury of the Tolowa Dee-ni' Nation.

§4.0 Compact with the State of California Notwithstanding any provision in the Gaming Ordinance, this Ordinance or any regulation promulgated thereunder, the TGC is fully empowered to comply with the applicable provisions of any compact properly executed between the Tribe and the State of California; provided, however, that if any provision of the Tribal-State Compact provides for action by the Tribe, the Commission is not authorized to, and shall not, contact the State's appointed agencies (or its agents) without the prior written approval of the Tribal Council.

§4.0 Notice Unless otherwise specifically provided for in this Ordinance, written notice shall be served by U.S. Mail, return receipt requested, or personal delivery. Notice shall be considered received on the date of personal delivery or three (3) days after the notice is mailed by U.S. Mail.

§5.0 Sovereign Immunity Except as provided herein, nothing in this Ordinance shall be construed as a waiver of the sovereign immunity of the Tribe or any of its officers, employees, or entities.

§6.0 Consent to Jurisdiction Any person who applies for a License under this Ordinance, applies for employment in any Gaming Establishment, enters into any contract or agreement related to gaming, or participates in any gaming on the Reservation, shall be deemed to have consented to the civil jurisdiction of the Tribe, the Commission and the Tribal Court. Nothing in this section shall limit the jurisdiction of the Tribe, the Commission, or the Tribal Court under any circumstances not explicitly contemplated in this Ordinance.

§7.0 Agent for Service The Chairperson of the Tribal Council is hereby appointed as the agent for service of process. The Chairperson's address is:

140 Rowdy Creek Rd.
Smith River, California 95567

§8.0 Amendments All provisions of this Ordinance are subject to amendment by the Tribal Council. All Rules promulgated by the TGC are subject to proper revision, repeal, or amendment by the

§9.0 Repeal To the extent that they are inconsistent with this Ordinance, all prior Gaming Ordinances are hereby repealed on the effective date of this Gaming Ordinance.

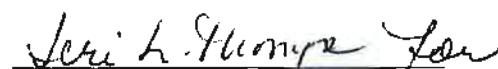
§10.0 Effective Date After adoption by the Tribal Council, this Gaming Ordinance and any subsequent amendments thereto shall become effective on the date of final approval by the NIGC, as applicable.

CERTIFICATON

We, the undersigned duly elected officials of the Tolowa Dee-ni' Nation, do hereby certify that the foregoing Ordinance was adopted on October 6, 2015, at a duly called meeting of the Tribal Council of the Tolowa Dee-ni' Nation with quorum present by vote of 3 for, 0 against, 1 abstaining and 3 absent.

Attest:


Loren Bommelyn, Chairperson


Scott Sullivan, Secretary
10/8/15

