MAR 27 2009

Mr. Morris Reid, Chairman
Picayune Rancheria of the Chukchansi Indians
46575 Road 417
Coarsegold, CA 93614

Re: Request for Approval of Amendment to the Picayune Rancheria of the Chukchansi Indians Gaming Ordinance

Dear Chairman Reid:

This letter responds to your request to the National Indian Gaming Commission ("NIGC") to review and approve the amendment to the tribal gaming ordinance of the Picayune Rancheria of the Chukchansi Indians ("Tribe"). The Tribe forwarded the amendment to the ordinance by Resolution No. 2009-08 on February 9, 2009, and the NIGC received the amendment on February 10, 2009.

The amended ordinance is consistent with the requirements of the Indian Gaming Regulatory Act and the NIGC's regulations, and it is therefore approved.

Thank you for your submission. If you have any questions or require assistance, please contact Armando Acosta in the Office of the General Counsel at 202-632-7003.

Sincerely,

Philip N. Hogen
Chairman

cc: Jane M. Long, Esq.
Fredericks Peebles & Morgan LLP

TRIBAL GAMING ORDINANCE

OF

THE PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS

Amended as of February 5, 2009

REGULATION OF CLASS II AND CLASS III GAMING

A law to authorize, license and regulate the conduct of Class II and Class III Gaming within the jurisdiction of the PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS.

TABLE OF CONTENTS

Page

SECTION 1. FINDINGS, INTENT AND POLICY 1

1.1 Findings 1

1.2 Intent 1

1.3 Policy 2

SECTION 2. DEFINITIONS 3

SECTION 3. GENERAL PROVISIONS 12

3.1 Authority 12

3.2 Title, Repeal of Prior Laws, and Effect of Repeal 12

3.3 Construction 12

3.4 Severability 12

3.5 Effective Date 12

3.6 Designation of Agent 13

SECTION 4. TRIBAL GAMING COMMISSION 13

4.1 Establishment 13

4.2 Location and Place of Business 13

4.3 Duration 13

4.4 Attributes 13

4.5 Recognition as a Political Subdivision of the Tribe 14

4.6 Sovereign Immunity of the Tribal Gaming Commission 14

4.7 Waiver of Sovereign Immunity of the Tribal Gaming Commission 14

4.8 Sovereign Immunity of the Tribe 15

4.9 Assets of the Tribal Gaming Commission 15

4.10 Membership on the Board of Commissioners 15

4.11 Term of Office 17

TABLE OF CONTENTS

4.12 Ex-Officio Members 18

4.13 Meetings 18

4.14 Compensation of Board of Commissioners 19

4.15 Removal of Members or Vacancies 19

4.16 Conflict of Interest 20

4.17 Due Process Afforded 20

4.18 Powers of the Board of Commissioners 20

4.19 Limitations on the Powers of the Board of Commissioners and the Tribal Gaming Commission 24

4.20 Annual Budget 24

4.21 Tribal Gaming Commission Regulations 24

4.22 Right of Entrance; Bi-Monthly Inspection 25

4.23 Investigation 25

4.24 Due Process; Notice; Examiner 25

4.25 Monthly Report of Tribal Gaming Commission 26

4.26 Executive Director 26

SECTION 5. GAMING LICENSES 27

5.1 Applicability 27

5.2 Application Procedure 28

5.3 Review of License Application 32

5.4 Authorized Entity for Fingerprint Cards 33

5.5 Notification and MOU and NIGC 33

5.6 Scope and Types of Gaming Employee Licenses 34

5.7 Temporary Licensing 34

5.8 License Issuance, Term and Substance 35

TABLE OF CONTENTS

5.9 License Denial 35

5.10 Renewals 35

5.11 Wearing and Display of License 35

5.12 License 35

5.13 Enterprise License 37

5.14 Facility License 38

5.15 State Gaming Agency Licensing 38

5.16 Miscellaneous Licensing Provisions 39

6.1 Bank Account 39

6.2 Record Keeping 39

6.3 Audit Requirements 40

6.4 Notices to the Public 40

SECTION 7. GAMING ENTERPRISE RESTRICTIONS AND COMPLIANCE 41

7.1 Number of Facilities 41

7.2 Gaming Device Restrictions 41

7.3 Gaming Device Technical Standards 42

7.4 Age Restrictions 42

7.5 Methods of Payment 42

7.6 Compliance requirements 42

7.7 Miscellaneous 43

SECTION 8. ENFORCEMENT 43

8.1 Jurisdiction 43

8.2 Minimum Internal Control Standards 43

8.3 Prohibited Acts 44

8.4 Criminal Violation 46

TABLE OF CONTENTS

8.5 Civil Violation 46

8.6 Cumulative Fines 46

8.7 Purpose of Civil Penalties 46

8.8 Civil Action for Penalties 47

8.9 Seizure and Forfeiture of Property 47

8.10 Reporting of Offenders 47

SECTION 9. GAMING MANAGEMENT 47

9.1 Gaming Facility Management 47

9.2 Rules and Regulations for Management 47

9.3 Insurance Requirements 48

9.4 IRS Requirements 49

9.5 Audit Requirements 49

9.6 Annual Reports from Management Contractor 49

9.7 Management Contracts 50

SECTION 10. PROCEDURES FOR RESOLVING DISPUTES BETWEEN THE GAMING PUBLIC AND GAMING MANAGEMENT 51

10.1 General Principles 51

10.2 Initial Dispute Resolution Procedure 52

10.3 Formal Dispute Resolution Procedure 53

SECTION 1. FINDINGS, INTENT AND POLICY

1.1 Findings: THE PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS ("Tribe" or "Tribal") on behalf of the General Council finds that:

1.1.1 Tribal regulation and control of Gaming within the jurisdiction of the Tribe is essential for the protection of public health and welfare of the Tribe and visitors to the Tribal community.

1.1.1 The Tribe has the legal authority to license and regulate any Gaming Activity within the jurisdiction of the Tribe.

1.1.2 Properly licensed and regulated Gaming is in conformance with announced Federal policy promoting Indian self-government and Indian Tribal economic self-sufficiency.

1.1.3 It is essential that the Tribal Council regulate Gaming in a manner commensurate with applicable Federal, State and Tribal law and policy.

1.1.4 The present needs of the Tribe are not adequately addressed by State and Federal programs including the need for increased employment, training, housing, health care, nutrition, educational opportunities, preservation of culture, social services and community and economic development.

1.1.5 Tribal operation and licensing of Gaming is a legitimate means of generating revenue to address the aforementioned needs and pursuing the Tribe's goals of self-sufficiency and self-determination.

1.1.6 The State, in recognition of the Tribe's sovereign right and need for Gaming, has entered into a Tribal-State Compact with the State of California ("Compact") pursuant to the terms and conditions of the Indian Gaming Regulatory Act of 1988 P.L. 100-497, 102 Stat. 2426, 25 U.S.C. §§2701, et seq. (1988) ("IGRA").

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

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

1.2.1 Regulate, control, and oversee Gaming within the jurisdiction of the Tribe.

1.2.2 State, declare and otherwise clarify that a License related to Gaming is a revocable privilege, not a right.

1.2.3 Ensure that the operation of Tribally regulated Gaming can continue as a means of generating Tribal revenue.

1.2.4 Ensure that Gaming is conducted fairly and honestly by both Licensees and players, and that it remains free from corrupt, incompetent, unconscionable and dishonest practices.

1.2.5 Encourage Tribal economic development and employment opportunities.

1.2.6 Ensure that all Gaming revenue is used for the benefit of the Tribe and its community.

1.2.7 Ensure that the Tribe agrees to resolution of gaming disputes in a fair and impartial forum.

1.2.8 Ensure that Tribal Gaming laws are strictly and fairly enforced upon Persons involved in Gaming Activity within the jurisdiction of the Tribe.

1.3 Policy:

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

(1) To fund Tribal government operations or programs.

(2) To provide for the general welfare of the Tribe and its members.

(3) To promote Tribal economic development.

(4) To donate to charitable organizations.

(5) To help to fund operations of local government agencies, general governmental services, the maintenance of peace and good order, the establishment of educational systems and programs, and the promotion and regulation of economic activities within the sovereign jurisdiction of the Tribe.

1.3.2 Tribal Gaming Policy: The establishment, promotion and operation of Gaming is a desirable economic activity, provided that such Gaming is regulated and controlled by the Tribe pursuant to the Compact authorized by the IGRA, and that the Net Revenues received by the Tribe from Gaming are used exclusively for the benefit of the Tribe.

1.3.3 Tribal Ownership of Gaming Facility: The Tribe shall have sole proprietary interest in and responsibility for the conduct of Gaming Facilities and/or Enterprises authorized by this Ordinance.

1.3.4 Tribal Class II Gaming Authorized: Class II Gaming is authorized as defined in the IGRA and by regulations promulgated by the National Indian Gaming Commission ("NIGC").

1.3.5 Tribal Class III Gaming Authorized: Class III Gaming is authorized and permitted only with respect to the games identified pursuant to Section 4.1 of the Compact as approved by the Secretary of the Interior, and played in accordance within the definitions and scope of the IGRA and by regulations promulgated by the NIGC.

1.3.6 Tribal Class III Internal Control Standards: The Tribe voluntarily, through this Tribal Gaming Ordinance, shall maintain minimum internal control standards ("MICS") that equal or exceed those set forth in 25 C.F.R. 542 (as in effect on October 1, 2006). The Tribe will work with NIGC to ensure compliance with MICS regulations.

SECTION 2. DEFINITIONS

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

2.1 **"Adjusted Gross Revenues"** means gross revenues less all cash prizes or the aggregate price of merchandise prizes, except in the case of the games of draw poker and stud poker. Regarding games of draw poker and stud poker, "adjusted gross revenues," means the time buy-ins or tournament fees collected by the Licensee.

2.2 **"Applicant"** means any Person or entity who has applied for a License under the provisions of this Ordinance.

2.3 **"Application"** means a request for the issuance of a License for employment at a Gaming Facility, or for approval of any act or transaction for which approval is required or permitted under the provisions of this Ordinance.

2.4 **"Association"** means a representative from California tribes, the California State Division of Gambling Control and the California Gambling Control Commission as established pursuant to Section 2.2 of the Compact.

2.5 **"Authority"** means the Chukchansi Economic Development Authority, a wholly owned unincorporated entity and instrumentality of the Tribe.

2.6 **"Bingo"** means the game of chance commonly known as bingo (whether or not electronic, computer or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations, in which the holder of each card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first Person covering a previously designated arrangement of numbers or designations on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip-jars, instant bingo and other games similar to bingo.

2.7 **"Board of Commissioners"** means the five-member board established pursuant to Section 4.10 of this Ordinance to oversee the Tribal Gaming Commission.

2.8 **"Breakage"** means the difference between actual bet amounts paid out to bettors and amounts won due to bet payments being rounded up or down. For example, a winning bet that should pay $4.25 may actually be paid at $4.20 due to rounding.

2.9 **"Capital Cost"** means any disbursement for personal property, the useful life of which is expected to extend beyond one year.

2.10 **"Cash"** means any currency commonly accepted as legal tender, including but not limited to currency, traveler's checks, credit cards, and electronic debit cards.

2.11 **"Casino"** means an establishment in which several Gaming activities or enterprises are operated.

2.12 **"Charitable Gaming Ticket"** means any game piece used in the play of a paper pull tab game, or jar ticket game, or raffle.

2.13 **"Cheating"** means a Person's operating or playing in any game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself or someone in privity with him an advantage over and above the chance of the game.

2.14 **"Class II Gaming"** means those Gaming activities defined as Class II Gaming in the IGRA.

2.15 **"Class III Gaming"** means those Gaming activities defined as Class III Gaming in the IGRA.

2.16 **"Commissioner"** means a member of the Board of Commissioners established pursuant to Section 4.10 of this Ordinance to oversee the Tribal Gaming Commission.

2.17 **"Compact"** means the Gaming compact between the Tribe and the State, as authorized by the Indian Gaming Regulatory Act.

2.18 **"Compensation"** means all wages salaries, perks, bonuses and all other forms of remuneration for services rendered.

2.19 **"Construction Contractor"** means any Person who is not an Employee of the Enterprise or the Gaming Facility, or a Gaming Vendor, and who, pursuant to a Contract with the Enterprise or the Gaming Facility, will build or repair physical property of the current Gaming Facility or area that is intended to become Gaming Facility.

2.20 **"Contract"** means any legally binding agreement made between a Licensee and another Person for the purpose of conducting any form of lawful Gaming Activity, or providing goods or services to any lawful Gaming Activity or operation.

2.21 **"Council" or "Tribal Council"** means the governing body of the Tribe.

2.22 **"Determination of Suitability"** means a formal finding by the Tribal Gaming Commission or State Gaming Agency that the Applicant or Licensee is suitable to obtain and/or maintain a License.

2.23 **"Employee"** means an individual who is paid by the Enterprise or the Gaming Facility, and who (a) operates, maintains, repairs, assists in any Gaming Activity, works in, or is in any way responsible for supervising such Gaming Activities or persons who conduct, operate, account for, or supervise any such Gaming Acivity, (b) is in a category under federal or Tribal gaming law requiring licensing, (c) is an employee of the Tribal Gaming Commission with access to confidential information, or (d) is a person whose employment duties require or authorize access to areas of the Gaming Facility that are not open to the public.

2.24 **"Enrolled Tribal Member"** means an individual who is enrolled with the Tribe, and whose name appears on the tribal membership roll.

2.25 **"Enterprise"** means the economic entity that is licensed by the Tribal Gaming Commission, operates the games, receives the revenues, issues the prizes, and pays the expenses. A gaming enterprise may be operated by the Tribe or a Management Contractor.

2.26 **[Reserved]**

2.27 **"Exclusive License"** means a license which precludes the Tribal Gaming Commission from issuing to another a license for the same specific form of Gaming during the life of the exclusive license. An Applicant must demonstrate and the Tribal Gaming Commission must find that the issuance of an Exclusive License is in the economic interest and welfare of the Tribe.

2.28 **"Executive Director"** is that Person employed to direct and oversee the day-to-day activities of the Tribal Gaming Commission. The Executive Director shall report to the Board of Commissioners. The Executive Director shall oversee all

departments of the Tribal Gaming Commission and all other employees of the Tribal Gaming Commission. The Executive Director shall act as the administrative and operational supervisor for all Tribal Gaming Commission personnel, and shall develop, for approval by the Board of Commissioners, policies and procedures for effective staff communications and protocols. The Executive Director, consistent with the directives of the Board of Commissioners, shall implement and enforce this Ordinance, the IGRA, the Tribal MICS, the Compact, and the regulations of the Tribal Gaming Commission. The Executive Director shall report to the Board of Commissioners at their weekly meeting on all matters of significance related to the operations of the Tribal Gaming Commission, shall make recommendations to the Board of Commissioners regarding amendments to existing regulations and policies and the development of new regulations and policies, shall be responsible for the scheduling and organization of any hearings before the Board of Commissioners, and shall develop, for approval by the Board of Commissioners, plans for short term and long term staffing and budgeting of the Gaming Commission, including the annual budget required by this Ordinance. The Executive Director shall schedule appropriate training and relevant education opportunities for Tribal Gaming Commission employees. The Executive Director shall act as the agent for service of process for the Tribal Gaming Commission. The Executive Director, at the direction of the Board of Commissioners, shall act as liaison between the Tribal Gaming Commission and other tribal entities. The job description of the Executive Director is subject to the approval of the Tribal Council.

2.29 **"Financial Source"** as that term is used in 6.4.6 of the Compact and in this Ordinance, means every Person with whom the Tribe enters into an agreement or Contract for the purpose of extending financing to the Tribe, the proceeds of which are used either directly or indirectly to finance the Gaming Facility or Enterprise.

2.30 **"Games of Chance"** means any game or activity, which falls within the broad definition of Gaming or Gaming Activity.

2.31 **"Gaming" or "Gaming Activity"** means any activity, operation or game of chance in which any valuable consideration may be wagered upon the outcome determined by chance, skill, speed, strength or endurance, and in which any valuable prize is awarded to the player so wagering.

2.32 **"Gaming Device"** means a slot machine, including an electronic, electromechanical, electrical, or video device that, for consideration, permits: individual play with or against that device or the participation in any electronic, electromechanical, electrical, or video system to which that device is connected; the playing of games thereon or therewith, including, but not limited to, the playing of facsimiles of games of chance or skill; the possible delivery of, or entitlement by the player to, a prize or something of value as a result of the application of an element of chance; and a method for viewing the outcome, prize won, and other information regarding the playing of games thereon or therewith.

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

2.34 **[Reserved]**

2.35 **"Gaming Vendor"** means the same as a "Gaming Resource Supplier" as defined by the Compact or any Person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases or otherwise purveys Class II Gaming or Class III Gaming resources to the Gaming Facility, provided that the Tribal Gaming Commission may interpret this definition to exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection of Gaming.

2.36 **"General Manager"** means the Person designated by the Tribe as having primary management responsibility for the business operations of the Gaming Facility.

2.37 **"Gross Revenues"** means all gaming and non-gaming revenues collected or received from the lawful Gaming Enterprise.

2.38 **"Immediate Family"** means, with respect to the Person under consideration, a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

2.39 **"Indian Gaming Regulatory Act" or "IGRA"** means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. §§2701, *et seq.* (1988), as amended.

2.40 **"Indian Lands"** means:

2.40.1 Lands within the limits of the Tribe's exterior boundaries, whereby the Tribe exercises sovereign jurisdiction over such lands, notwithstanding the issuance of any patent and including rights-of-way running through such lands; and

2.40.2 Lands title to which is either held in trust by the United States for the benefit of the Tribe or an Enrolled Tribal Member or held by the Tribe subject to restriction by the United States against alienation and over which the Tribe exercises governmental powers; and

2.40.3 Lands that may be acquired by the Tribe that meet the requirements of 25 U.S.C. Section 2719 et seq.

2.41 **"In privity with"** means a relationship involving one who acts jointly with another or as an accessory before the fact to an act committed by the other or as a co-conspirator with the other.

2.42 **"IRS"** means the United States Internal Revenue Service.

2.43 **"Key Employee"** means:

2.43.1 A Person who performs one or more of the following functions for the Gaming Facility and / or Enterprise:

(1) Bingo caller;

(2) Counting room supervisor;

(3) Chief of security;

(4) Custodian of Gaming supplies or cash;

(5) Floor manager;

(6) Pit boss;

(7) Dealer;

(8) Croupier;

(9) Approver of credit; or

(10) Custodian of gambling devices, including persons with access to cash and accounting records within such devices.

2.43.2 If not otherwise included, any other person whose total cash compensation is in excess of fifty thousand dollars ($50,000) per year.

2.43.3 If not otherwise included, the four most highly compensated persons in the gaming operation.

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

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

2.46 **"Lotto"** means a form of Gaming in which the revenues derived from the sale of tickets or chances are pooled and those revenues or parts thereof allotted by chance to one or more chance takers or ticket purchasers. The amount of cash prizes or winnings is determined by the Licensee conducting the "lottery," and a progressive pool is permitted.

2.47 **"Management Contract"** means any Contract for the management of Class II or Class III Gaming within the meaning of IGRA and any Contract entered between the Tribe and a Vendor, which authorizes the Vendor to manage any Gaming or Gaming Facility, including any Contract defined as a Management Contract under IGRA by the NIGC.

2.48 **"Management Contractor"** means any Person or entity who has entered into a Class II or Class III Gaming Management Contract or is a Vendor who is authorized to manage Gaming or Gaming Facility, including any Person who is regarded as a Management Contractor within the meaning of IGRA by the NIGC.

2.49 **"National Indian Gaming Commission" or "NIGC"** means the National Indian Gaming Commission established by the IGRA.

2.50 **"Net Revenues"** means Gross Revenues less amounts paid out as prizes and less total Gaming related operating expenses, excluding Management Contractor fees.

2.51 **"Non-Gaming Vendor"** means the same any Person who is not a Gaming Vendor who, directly or indirectly, manufactures, distributes, supplies, vends, leases or otherwise purveys resources to the Gaming Facility that are not directly utilized in Class II or Class III Gaming, including but not limited to providers of food, beverages, hotel supplies, and capital-funded purchases such as carpets and light fixtures.

2.52 **"Ordinance"** means this Tribal Gaming Ordinance of the Picayune Rancheria of the Chukchansi Indians, as amended.

2.53 **"Participate"** in any Gaming means operating, directing, financing or in any way assisting in the establishment or operation of any class of Gaming or any site at which such Gaming is being conducted, directly or indirectly, whether at the site in Person or off of the Rancheria.

2.54 **"Person"** means any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, political entity and any owner, director, officer or employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, the government of the Tribe, any governmental entity of the Tribe or any of the above listed forms of business entities that are wholly owned or operated by the Tribe; provided, however, that the term does not include the Federal Government and any agency thereof. The plural of "Person" is "people."

2.55 **"Player"** means a Person participating in a game with the hope of winning money or other benefit, but does not include a Licensee or any assistant of a Licensee.

2.56 **"Preference"** means that Enrolled Tribal Members who meet the minimum qualifications for a position with the Tribal Gaming Commission will be offered the position before a better-qualified non-Enrolled Tribal Member. Preference applies to hiring, promotions, and lay-offs of employees of the Tribal Gaming Commission.

2.57 **"Primary Management Official"** means:

2.57.1 The Person having management responsibility for a management contract; and

2.57.2 Any person who has authority:

(1) To hire and fire employees; or

(2) To set up working policy for the gaming operation; or

2.57.3 The chief financial officer or other persons who have financial management responsibility.

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

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

2.60 **"Qualified Financial Source"** means any of the following entities (including wholly-owned subsidiaries), acting for its own account or the accounts of other entities listed within this definition that in the aggregate owns at least one-hundred-million dollars ($100,000,000) of securities of issuers that are not affiliated with the entity:

a) Any federal-regulated or state-regulated bank or savings association or other federal- or state-regulated lending institution.

b) Any company that is organized as an insurance company, the primary and predominant business activity of which is the writing of insurance or the reinsuring of risks underwritten by insurance companies, and that is subject to supervision by the Insurance Commissioner of California, or a similar official or agency of another state.

c) Any investment company registered under the federal Investment Company Act of 1940 (15 U.S.C. § 80a-1 et seq.).

d) Any retirement plan established and maintained by the United States, an agency or instrumentality thereof, or by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees.

e) Any employee benefit plan within the meaning of Title I of the federal Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.).

f) Any securities dealer registered pursuant to the federal Securities Exchange Act of 1934 (15 U.S.C. § 78a et seq.).

g) Any entity, all of the equity owners of which individually meet the criteria of this definition.

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

2.62 **"Rancheria"** means lands defined as "Indian Lands" herein.

2.63 **"State"** means the State of California.

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

2.65 **"State Gaming Facility Compliance Agent"** means the Person appointed pursuant to Section 6.4.2(d) of the Compact.

2.66 **"Tribal Gaming Commission"** means the Tribe's Gaming Commission described in Section 4 of this Ordinance.

2.67 **"Tribal Council"** means the duly elected Tribal Council of the Tribe.

2.68 **"Tribal Court"** means any Court created by the Tribe pursuant to the Tribe's Constitution.

2.69 **"Tribe"** means the Picayune Rancheria of the Chukchansi Indians, including the Authority and any other political subdivision, agency or instrumentality of the Tribe.

2.70 **"Wager"** means the initial bet made in any game.

SECTION 3. GENERAL PROVISIONS

3.1 **Authority:** This Ordinance is enacted pursuant to the inherent sovereign powers of the Tribe pursuant to Article IV, Section 2, of the Constitution, and pursuant to the powers of the Tribal Council pursuant to Article V of the Constitution.

3.2 **Title, Repeal of Prior Laws, and Effect of Repeal:** This Ordinance may be cited as the Picayune Rancheria of the Chukchansi Indians Gaming Ordinance or "Tribal Gaming Ordinance".

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

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

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

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

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

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

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

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

3.5 **Effective Date:** This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect after the adoption of this Ordinance by the Tribal Council, and either the approval by the Chairman of the NIGC, or ninety (90) days after submission of the Ordinance to the NIGC if the Tribe receives no response pursuant to the IGRA.

3.5.1 The Tribal Secretary shall certify the adoption of this Ordinance and cause the same to be published as required by law.

3.6 **Designation of Agent:** The Chairman of the Picayune Rancheria of the Chukchansi Indians shall accept service of any official determination, order, or notice of violation issued by the Commission as described in 25 CFR Part 519.

SECTION 4. TRIBAL GAMING COMMISSION

4.1 **Establishment:** The Tribal Council hereby charters, creates and establishes the Picayune Rancheria of the Chukchansi Indians Tribal Gaming Commission as a governmental subdivision of the Tribe.

4.1.1 The Picayune Rancheria of the Chukchansi Indians Tribal Gaming Commission shall be referred to throughout this Ordinance as the Tribal Gaming Commission.

4.2 **Location and Place of Business:**

4.2.1 Principal Place of Business The Tribal Gaming Commission shall maintain its principal place of business within the boundaries of the Rancheria, which may include being located within the Gaming Facility.

4.2.2 Other Locations The Tribal Gaming Commission may, with a majority vote of the Tribal Council, establish other offices in such other locations as the Tribal Gaming Commission may from time to time determine to be in the best interest of the Tribe.

4.3 **Duration:** The Tribal Gaming Commission shall have perpetual existence and succession in its own name, unless dissolved by the Tribal Council pursuant to Tribal law.

4.4 **Attributes:** As a governmental subdivision of the Tribe, the Tribal Gaming Commission is under the directive and control of the Tribal Council, but it is the purpose and intent of the Tribal Council that the operations of the Tribal Gaming Commission be conducted on behalf of the Tribe for the sole benefit and interests of the Tribe, its members and the residents of the Rancheria.

4.4.1 Arm of Tribe In carrying out its purposes under this Ordinance, the Tribal Gaming Commission shall function as an arm of the Tribe.

4.4.2 Tribal Actions Notwithstanding any authority delegated to the Tribal Gaming Commission under this Ordinance, the Tribe reserves to itself the right to bring suit against any Person or entity in its own right, on behalf of the Tribe or on behalf of the Tribal Gaming Commission, whenever the Tribe deems it necessary to protect the sovereignty, rights and interests of the Tribe or the Tribal Gaming Commission.

4.5 **Recognition as a Political Subdivision of the Tribe:** The Tribe, on behalf of the Tribal Gaming Commission, shall take all necessary steps to acquire recognition

of the Tribal Gaming Commission as a political subdivision of the Tribe, recognized by all branches of the United States Government as having been delegated the right to exercise one or more substantial governmental functions of the Tribe.

4.6 Sovereign Immunity of the Tribal Gaming Commission:

4.6.1 Authority The Tribal Gaming Commission is clothed by Federal and Tribal law with all the privileges and immunities of the Tribe, except as specifically limited by this Ordinance, including sovereign immunity from suit in the State, Federal or Tribal Court.

4.6.2 No Waiver Nothing in this Ordinance shall be deemed or construed to be a waiver of sovereign immunity of the Tribal Gaming Commission from suit, which shall only be waived pursuant to subsection 4.7 below.

4.6.3 No Consent to Jurisdiction Nothing in this Ordinance shall be deemed or construed to be a consent of the Tribal Gaming Commission to the jurisdiction of the United States or of any state or of any other tribe with regard to the business or affairs of the Tribal Gaming Commission.

4.6.4 Actions by Tribal Council Notwithstanding any other provision herein, as an entity of the Tribe, the Tribal Gaming Commission's immunity from suit shall at all times be deemed waived for actions initiated by the Tribal Council of the Tribe.

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

4.7.1 Resolution Effecting Waiver All waivers of sovereign immunity must be preserved with the resolutions of the Board of Commissioners and the Tribal Council.

4.7.2 Policy on Waiver Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Tribal Gaming Commission.

4.7.3 Limited Nature of Waiver The Tribal Gaming Commission shall have neither the authority nor the ability to enter into any waiver of sovereign immunity except as to the Tribal Gaming Commission as set forth in this Ordinance. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Tribal Gaming Commission subject thereto, court having jurisdiction pursuant thereto and law applicable thereto. All waivers of immunity issued by the Tribal Gaming Commission shall

expressly state that the waiver does not extend to the Tribe or any entity of the Tribe other than the Tribal Gaming Commission.

4.7.4 Limited Effect of Waiver No express waiver of sovereign immunity issued in accordance with this section shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribal Gaming Commission other than property specifically pledged or assigned, or a consent to suit in respect of any land within the exterior boundaries of the Rancheria or a consent to the alienation, attachment or encumbrance of any such land.

4.8 Sovereign Immunity of the Tribe: All inherent sovereign rights of the Tribe as a Federally-recognized Indian Tribe, with respect to the existence and activities of the Tribal Council, are hereby expressly reserved, including sovereign immunity from suit in any state, Federal or Tribal court.

4.9 Assets of the Tribal Gaming Commission: The Tribal Gaming Commission shall have only those assets specifically assigned to it by the Tribal Council or acquired in its name by the Tribe or by it on its own behalf. No activity of the Tribal Gaming Commission or any indebtedness incurred by it shall implicate or in any way involve any assets of tribal members or the Tribe not assigned in writing to the Tribal Gaming Commission.

4.10 Membership on the Board of Commissioners:

4.10.1 Number of Commissioners The Board of Commissioners shall be comprised of five (5) part-time Tribal Gaming Commissioners.

4.10.2 Organization The Board of Commissioners will consist of a Chairperson, Vice-chairperson, Secretary,Treasurer, and one member at large.

(1) The Chairperson shall preside over meetings of the Board of Commissioners.

(2) The Vice-Chairperson shall act as the Chairperson in the absence of the Chairperson.

(3) The Secretary shall be responsible for ensuring all Tribal Gaming Commission meeting minutes are properly recorded and maintained,

(4) The Treasurer shall be responsible for ensuring that the annual budget of the Tribal Gaming Commission is submitted by the Executive Director to the Board of Commissioners for timely approval, in order for the annual budget to be presented to the Tribal Council pursuant to this Ordinance.

(5) The officers and member at large shall attend meetings of the Board of Commissioners and perform duties, in addition to those described above, appropriate and necessary to the efficient conduct of business of the Board of Commissioners.

(6) The Board of Commissioners shall keep minutes of meetings and provide a copy to the Tribal Council upon the approval of such minutes by the Board of Commissioners.

4.10.3 Qualifications for Board of Commissioners Positions

(1) Preference shall be given to Enrolled Tribal Members.

(2) Commissioners must pass the scrutiny of a Key Employee License background check, and the additional requirements set forth at 4.10.5 below.

(3) Members of the Board of Commissioners shall have expertise, experience, education or a combination thereof in the following areas: gaming, finance, management, legal, business, governmental regulation, and Tribal policy and law.

(4) Members of the Board of Commissioners shall be at least twenty-five (25) years of age.

4.10.4 Date of Appointment Regular terms for members of the Board of Commissioners shall begin and end on the fourth Monday of the month of February during a duly convened Tribal Council meeting. The Tribal Council shall appoint members of the Board of Commissioners as soon as practically possible following any vacancy in accordance with the Ordinance including Section 4.15.6 below. Appointments to the Board of Commissioners shall be made by written resolution adopted at a meeting of the Tribal Council.

4.10.5 Background Check Prior to the time that any member of the Board of Commissioners takes office, the Tribe shall perform or arrange to have performed a Key Employee License background check on each prospective member. No Person shall serve as a Commissioner if:

(1) His/Her prior activities, criminal record, if any, or reputation, habits or associations:

(i) Pose a threat to the public interest; or

(ii) Threaten the effective regulation and control of Gaming; or

(iii) Enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of Gaming; or

(2) He/She has been convicted of or entered a plea of nolo contendere to a felony of any jurisdiction or to a misdemeanor involving dishonesty or moral turpitude in any jurisdiction; or

(3) He/She has a direct monetary or financial interest in the conduct of any Gaming Enterprise or is in privity with a Management Contractor; or

(4) He/She is presently a member of the Tribal Council.

4.11 Term of Office: Commissioners shall be appointed for a four (4) year term of office, in staggered terms as set forth below, subject to nonmaterial deviation based on the actual date in February of each year on which the Tribal Council convenes to make Commissioner and other appointments. Commissioners may be reappointed by the Tribal Council prior to the expiration of their current term without reapplying for an appointment to the Commission. Commissioners must indicate in writing to the Tribal Council, no later than ninety (90) days prior to the expiration of their current appointment, whether or not the Commissioner desires reappointment to the Commission. If the Commissioner indicates a desire for reappointment, the Tribal Council shall provide written notice to the Commissioner no later than sixty (60) days prior to the expiration of the Commissioner's term as to whether or not such Commissioner will be reappointed to the Commission for a new term. Commissioners who are not reappointed by the Tribal Council shall be ineligible for appointment to the Commission for a three (3) month period, which shall run from the expiration of their current term in office.

4.11.1 Appointment of the Board of Commissioners The terms of Commissioners are staggered based on the appointments made by the Tribal Council following the December 6, 2007 adoption of this Ordinance. Terms of Commissioners shall begin and end on the fourth Monday in the month of February, as described in Section 4.10.4, above. Commissioners shall be appointed by resolution, and their appointment shall be confirmed by a letter from the Tribal Council.

4.11.2 [Reserved]

4.11.3 Appointment of Officers The Tribal Council shall appoint from among the Commissioners a Chairperson every year in February at the time of the annual Commissioner appointments, subject to reappointment at the discretion of the Tribal Council. Thereafter the Commissioners shall select from among themselves the Vice-Chairperson, Secretary, and Treasurer.

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

4.13 Meetings:

4.13.1 Regular Meetings The Board of Commissioners shall meet not less frequently than one day per week, on a designated day of the week to be established annually by the Board of Commissioners during the first Board of Commissioners meeting in following the new appointments. Such regular meeting day may be varied by Commissioner vote for the purpose of accommodating holidays or as necessitated by circumstances which in the reasonable business judgment of the Commissioners require such variance. Nothing in this Ordinance shall prohibit the Commission from authorizing off-site meetings.

4.13.2 Special Meetings Special meetings may be called at the request of the Tribal Council or by the written request of two members of the Board of Commissioners, provided that (i) each Commissioner is provided at least seventy-two (72) hours notice of the special meeting by direct contact and by posting of the notice at the Tribal Gaming Commission offices, or (ii) all members of the Commission are present (or present by telephone if so authorized).

4.13.3 Meetings with Tribal Council The Tribal Council shall establish a time for a monthly meeting between the Board of Commissioners and the Tribal Council. All meetings with the Tribal Council shall be considered special meetings of the Board of Commissioners. The Tribal Council may also schedule emergency meetings with the Board of Commissioners without regard to the notice requirements of Section 4.13.2.

4.13.4 Quorum A quorum for all meetings shall consist of three (3) Commissioners. The Chairperson shall count towards the quorum. Members present by telephone shall not count towards a quorum.

4.13.5 Voting All questions arising in connection with the actions of the Board of Commissioners shall be decided by majority vote of those present at the meeting. The Chairperson shall not vote except to break a tie. Members present by telephone, if so authorized, shall not be entitled to vote.

4.14 Compensation of Board of Commissioners: The compensation of Commissioners shall be established by the Tribal Council annually at the time of the Tribal Council's approval of the annual budget. If no action is taken by the Tribal Council, the compensation for Commissioners shall remain the same as the previous year.

4.15 Removal of Members or Vacancies:

4.15.1 Removal A Commissioner may be removed by the Council for the following reasons: serious inefficiency, neglect of duty, malfeasance, misfeasance, nonfeasance, misconduct in office, or for any conduct which threatens the honesty and integrity of the Tribal Gaming Commission or otherwise violates the letter or intent of this Ordinance or other applicable Tribal or other law.

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

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

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

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

4.15.6 Vacancies If any Commissioner shall die, resign, be removed or for any reason be unable to serve as a Commissioner during the term of the Commissioner's appointment, the Council shall declare said Commissioner position vacant and shall appoint another Person to fill the vacant position within ninety (90) days of the vacancy. The term of office of any Person appointed to fill a vacancy shall be in accordance with Section 4.11 of this Ordinance. Said appointed Commissioner shall be appointed for the balance of any unexpired term and shall meet the qualifications established by this Ordinance.

4.15.7 Temporary Appointments If necessary, the Tribal Council may appoint one or more temporary Commissioners, if any vacancy or vacancies prohibit establishment of a quorum. Temporary appointments shall be for

no longer than ninety (90) days. Temporary appointments need not complete a background check prior to serving, although the background check still must be conducted pursuant to 4.10.5 herein.

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

4.17 Due Process afforded: The Board of Commissioners and its members shall take no action to carry out its duties that fails to afford due process and protection of the Tribal and federal Constitutional rights of the parties and persons involved.

4.18 Powers of the Board of Commissioners: In furtherance, but not in limitation, of the Tribal Gaming Commission's purposes and responsibilities, and subject to any restrictions contained in this Ordinance or other applicable law, the Board of Commissioners shall have, and is authorized to exercise by majority vote, the following powers in addition to all powers already conferred by this Ordinance:

4.18.1 To enforce this Ordinance, the IGRA, the Tribal MICS, the Compact, and the regulations of the Tribal Gaming Commission over all Gaming within the jurisdiction of the Tribe, provided that none of the Board of Commissioners, any individual Commissioner nor any employee of the Tribal Gaming Commission shall make management decisions as to the day-to-day operations of the Gaming Enterprise.

4.18.2 To direct the investigation of any reported violations of this Ordinance, the Compact, or any other applicable law regarding Gaming within the jurisdiction of the Tribe.

4.18.3 To act as liaison with the NIGC, the California Division of Gambling Control and the California Gambling Control Commission.

4.18.4 To publish and distribute copies of this Ordinance and Tribal Gaming Commission regulations or policies and any Tribal Council, Board of Commissioners or Tribal Court decisions regarding Gaming matters.

4.18.5 To work directly, and only, with the Tribal Council with regard to any Gaming issues, including policy issues arising at or with the State and Federal government.

4.18.6 To make or cause to be made reasonable inspections or investigations through the Executive Director as it deems necessary to ensure compliance with this Ordinance. In undertaking such investigations, the Board of Commissioners may request the assistance of the Enterprise or Gaming Facility employees, Federal and local law enforcement officials, legal counsel and other appropriate third parties.

4.18.7 To arrange for training of members of the Board of Commissioners, within the training budget approved by the Tribal Council in the annual budget.

4.18.8 Upon prior explicit resolution and approval of the Tribal Council, to employ such advisors as it may deem necessary. Advisors may include, but are not limited to, lawyers, accountants, law enforcement specialists and Gaming professionals.

4.18.9 To promulgate rules and regulations to implement and further the provisions of this Ordinance; provided such rules or regulations are approved by Tribal Council resolution or ordinance.

4.18.10 To accept, review, approve or disapprove any Application for a License.

4.18.11 To consult with and make recommendations to the Tribal Council regarding changes in Tribal Gaming laws and policies.

4.18.12 To examine under oath, either orally or in writing, in hearings or otherwise, any Person or agent, officer or employee of any Person, or any other witness with respect to any matters related to this Ordinance, and according to the requirements of this Ordinance, including enforcement of Tribal Gaming laws, regulations, and policies, and to compel by subpoena the attendance of witnesses and the production of any books, records, and papers with respect thereto.

4.18.13 To direct, through the Executive Director, an examination or investigation, according to the requirements of this Ordinance, of the place of business, equipment, facilities, tangible Personal property and the books, records, papers, vouchers, accounts, documents and financial statements of any Gaming operating, or suspected to be operating, within the jurisdiction of the Tribe.

4.18.14 To delegate to an individual member of the Board of Commissioners, to an employee of the Tribal Gaming Commission, to an individual member of the Tribal Council, or to Tribal staff, such of its functions as may be necessary to administer this Ordinance efficiently; provided, that the Board of Commissioners may not re-delegate its power to exercise any of the substantial governmental functions of the Tribe or its power to promulgate rules and regulations; and provided further that the Board of Commissioners may not delegate to any Person the power to permanently revoke a License.

4.18.15 To issue fines and sanctions to the Gaming Facility, gaming licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Tribal Gaming Ordinance or the Gaming Compact, and to report significant violations of the Compact to the State Gaming Agency.

4.18.16 To use the seal of the Tribal Gaming Commission or the seal of the Tribe with the approval of the Tribal Council.

4.18.17 To negotiate or settle any dispute to which it is a party relating to the Tribal Gaming Commission's authorized activities, in consultation with the Tribal Council.

4.18.18 To purchase insurance from any stock or mutual company for any property or against any risk or hazard, in accordance with the approved annual budget.

4.18.19 With prior approval of the Tribal Council, to make application and accept grants and other awards from private and governmental sources to carry out or further the purposes of the Tribal Gaming Commission or of the Tribe.

4.18.20 To require the filing of any records, forms, and reports and all other information desired by the Tribal Council or required by this Ordinance.

4.18.21 To provide for an internal system of record keeping and storage of said records with adequate safeguards for preserving confidentiality as deemed necessary by the Board of Commissioners for retaining records, forms and reports for at least three (3) years.

4.18.22 To adopt a schedule of fees to be charged for Licenses and background investigations, subject to the approval of the Tribal Council, and pursuant to the Tribal power to tax. Additionally, the Board of Commissioners may waive any fee charged for Licenses or background investigations, upon prior consultation with, and written approval of the Tribal Council that such a waiver of fees is in the best interest of the Tribe.

4.18.23 To adopt a schedule of fees for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files, and records.

4.18.24 To conduct or arrange for background investigations of all Applicants.

4.18.25 To discipline any Licensee or Person participating in Gaming after affording the individual due process and conducting an investigation that results in a showing of a reasonable likelihood of noncompliance with this Ordinance by said Licensee or Person participating in Gaming, by ordering immediate compliance with this Ordinance and give notice of the potential for temporary suspension of said License. If necessary and appropriate and after providing adequate notice to said Licensee or Person participating in Gaming, to thereafter issue an order of temporary suspension of any License issued under this Ordinance and in accord with the procedures set forth in this Ordinance.

(1) In exigent circumstances wherein the health or safety of any individual Licensee, patron, Tribal Member, or other is at risk, or where significant financial damage or harm to the integrity of Gaming would be likely to occur in the absence of immediate action, to discipline any Licensee or Person participating in Gaming by ordering immediate compliance with this Ordinance, and to simultaneously issue an order of immediate temporary suspension of any License issued under this Ordinance and in accord with the procedures set forth in this Ordinance. In such a case, thereafter to hold a noticed hearing and conduct a complete investigation of said circumstances and Licensee or Person participating in Gaming. Upon completion of the investigation, which shall be conducted and completed within a reasonable time, to issue such findings and orders as appropriate based upon the results of the investigation.

4.18.26 To issue an order of temporary closure of a Gaming Facility in the event the Board of Commissioners determines that immediate closure is necessary to protect public safety and Gaming assets pursuant to the due process and hearings required by Section 4.24 herein.

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

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

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

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

4.18.31 To enact and adhere to its own internal controls including a Conflict of Interest Policy governing Commissioners and Tribal Gaming Commission staff, which internal controls shall become effective upon approval by the Tribal Council.

4.18.32 Policies and Procedures. The Board of Commissioners shall develop, with the assistance of the Executive Director, policies and procedures consistent with this Ordinance which shall govern the conduct of meetings and hearings of the Board of Commissioners, which policies and procedures shall become effective upon approval by the Tribal Council, provided that, not withstanding any provision of this Ordinance to the contrary, if the Tribal Council fails to take any action on the

proposed policies and procedures within ninety (90) days of their submission to the Tribal Council, the policies and procedures shall be deemed approved by the Tribal Council.

4.18.33 To hire, oversee, and direct an Executive Director, and to remove the Executive Director with cause pursuant Section 4.24 and 4.26 of this Ordinance.

4.19 Limitations on the Powers of the Board of Commissioners and the Tribal Gaming Commission:

4.19.1 The Tribal Gaming Commission shall not require members of the Tribal Council to obtain a License from the Tribal Gaming Commission.

4.19.2 The Tribal Gaming Commission shall not regulate the Tribe or any entities of the Tribe outside the activities of Gaming.

4.19.3 The Tribal Gaming Commission shall not regulate Net Revenues of Gaming once Net Revenues have been distributed to the Tribe or to an entity of the Tribe utilizing funds for non-Gaming activities.

4.19.4 The Board of Commissioners shall not oversee the day-to-day activities of the Tribal Gaming Commission departments, which is the role of the Executive Director.

4.19.5 The Board of Commissioners only has the authority to act as the Board of Commissioners during a duly called meeting of the Board of Commissioners. Commissioners have no authority to act on behalf of the Board of Commissioners without the express authority of the Board of Commissioners.

4.19.6 All personnel and procurement policies, all policies and procedures relating to the regulation of Gaming, and all regulations of the Tribal Gaming Commission, whether new or amended, are not valid until approved by the Tribal Council.

4.20 Annual Budget: The Tribal Gaming Commission shall prepare an annual operating budget for all Tribal Gaming Commission activities and present it to the Tribal Council by October 15 of the year preceding the budget year. The fiscal year for the Tribal Gaming Commission shall begin on January 1 and end on December 31. The annual budget shall include the proposed licensing fees (including the Facility License fee) for the year. The annual budget shall not be effective until approved by the Tribal Council. The Tribal Council shall approve the budget no later than January 1 of the budget year.

4.21 Tribal Gaming Commission Regulations:

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

(1) The Minimum Internal Control Standards ("MICS") as adopted by the Board of Commissioners;

(2) Interpretation and application of this Ordinance, as may be necessary to enforce the Tribal Gaming Commission's duties and exercise its powers;

(3) A regulatory system for overseeing Gaming, including accounting, contracting, management and supervision;

(4) The findings of any reports or other information required by or necessary to implement this Ordinance; and

(5) The conduct of inspections, investigations, hearings, enforcement actions and other powers of the Tribal Gaming Commission authorized by this Ordinance.

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

4.22 Right of Entrance; Bi-Monthly Inspection: The duly authorized employees of the Tribal Gaming Commission, during regular business hours, may reasonably enter upon any premises of any Gaming Facility for the purpose of making inspections and examining the accounts, books, papers and documents of any such Gaming Facility.

4.22.1 Aid to Entry The Gaming Facility staff shall facilitate such inspection or examinations by giving every reasonable aid to the duly authorized employees of the Tribal Gaming Commission.

4.22.2 Frequency of Inspection A duly authorized employee of the Tribal Gaming Commission shall visit each Gaming Facility at least once every two weeks during normal business hours for the purpose of monitoring its operation. Such visits shall be unannounced.

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

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

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

4.24.2 Notice of Hearing The Board of Commissioners shall, within 5 business days after (a) the discovery of an event or circumstances giving rise to concern, or (b) the receipt of a completed Tribal Gaming Commission investigation report, provide a written notice to the affected party(ies) setting forth, with specificity, the issue(s) to be resolved.

4.24.3 Hearing The Board of Commissioners shall, within 14 business days after the notice of hearing pursuant to 4.24.2, provide the affected parties the right to present oral or written testimony from all people interested therein as determined by the Board of Commissioners.

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

4.24.5 Decision The Examiner shall render a written opinion within 10 business days following the completion of the hearing.

4.24.6 A decision of the Examiner shall be final.

4.25 Monthly Report of Tribal Gaming Commission: The Tribal Gaming Commission shall provide a monthly report to the Tribal Council summarizing Tribal Gaming Commission official actions, activities, investigative reports and reports received from the Tribe's Gaming Facility(ies) as it deems necessary to keep the Tribal Council fully informed as to the status of the Tribal Gaming Commission's activities.

4.26 Executive Director

4.26.1 Hiring. The Executive Director shall be selected by the Board of Commissioners and employed by the Tribal Gaming Commission.

4.26.2 Removal. The Executive Director may only be terminated by the Board of Commissioners with the approval of the Tribal Council.

SECTION 5. GAMING LICENSES

5.1 Applicability:

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

5.1.2 The Tribe will perform background investigations and issue licenses to Key Employees and Primary Management Officials according to requirements at least as stringent as those in 25 C.F.R. Parts 556 and 558.

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

5.1.4 Every Non-Gaming Vendor and Construction Contractor that provides or receives, or is likely to provide or receive materials or services valued at Twenty-five Thousand Dollars or more in any twelve (12) month period from the Enterprise is required to have a current and valid License as issued by the Tribal Gaming Commission, unless the Tribal Gaming Commission has exempted the Non-Gaming Vendor or Construction Contractor from the licensing requirements herein.

5.1.5 Any Financial Source is required to have a current and valid License issued by the Tribal Gaming Commission, provided that any Financial Source presently extending financing shall be Licensed within Ninety (90) days of execution of this Ordinance.

5.1.6 Any person or entity submitting an application for a Qualified Financial Source license, in accordance with the regulations of the Tribal Gaming Commission, shall be exempt from paying any application or background fees or any other fee associated with or related to the Tribal Gaming Commission's processing of such Qualified Financial Source license application. Notwithstanding the foregoing, a Qualified Financial Source shall remain responsible for paying any penalty imposed by the Tribal Gaming Commission pursuant to Section 8 of this Ordinance.

(1) Exemptions: The following lenders, regardless of their relationship to the Tribe, and regardless of whether they would otherwise be considered a Financial Source, are exempt from the Financial Source licensing requirements of this section: federally or state regulated banks; federally or state regulated savings and loan institutions; any other federally or state regulated lending institution including commercial lenders licensed under Division 9, Article 3, § 22000 et seq. of the California Finance Code; any agency of the federal, State or local government; or any investor who extends financing, directly or indirectly, to the Tribe in an amount less than 10% of the aggregate amount of outstanding indebtedness (whether by loans, securities such as bonds or otherwise) of the Tribe.

5.2 Application Procedure:

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

5.2.2 Privacy Act and False Statement The application form for a Key Employee Gaming License shall include the following notices:

(1) Privacy Act

In compliance with the Privacy Act of 1974, the solicitation of 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 employed in a gaming operation. The information will be used by 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 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 National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or

investigation of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN my result in errors in processing your application.

(2) False Statement

A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

5.2.3 Submission to State Gaming Agency The Applicant shall also submit an application for a Determination of Suitability along with required releases to the State Gaming Agency.

5.2.4 Key Employee and Primary Management Official Gaming Applications The Application for a Key Employee and Primary Management Official Gaming License shall contain the following information:

(1) The full name (and other names ever used), address, telephone number, age, birth date and place, citizenship, gender, and social security number or business identification number of the Applicant.

(2) If the Applicant has resided at his current address for less than five years, his previous addresses for the five years prior to the application, his previous business addresses for the five years prior to the application, and his driver's license numbers for the five years.

(3) To the best of his/her knowledge, a description of the job, task, or service the Applicant will provide, if hired, and the department or location where Applicant will be employed.

(4) The names and addresses of the Applicant's Immediate Family.

(5) The Applicant's criminal and civil record, if any, and an explanation of any crimes, other than infractions, for which he has been convicted or to which he has entered a plea of *nolo contendere*, and civil suits he has lost.

(6) A disclosure of any and all judgments rendered against the Applicant.

(7) The names, addresses and telephone numbers of three references who are not related to, nor reside with, the Applicant, including at least one reference who was acquainted with the Applicant during each period of residence for the previous five years.

(8) A list of the Applicant's current and previous business and employment positions over the preceding five (5) years, ownership interests held in those businesses and his present business affiliations.

(9) The identity of any ownership interest in any past business ventures.

(10) The disclosure of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses.

(11) The disclosure of any existing and previous business relationships with the gaming industry, including ownership interests in those businesses.

(12) A sworn statement whether the Applicant or any member of his/her Immediate Family has a past or current financial interest in any Gaming-related enterprise anywhere.

(13) The name and address of any licensing or regulatory agency for all Gaming-related licenses the Applicant has ever applied for, whether or not they were granted such license.

(14) The name and address of any licensing or regulatory agency for all professional, occupational or business licenses the Applicant has ever applied for, whether or not they were granted such license.

(15) A statement of all languages written or spoken.

(16) Written permission giving the Tribal Gaming Commission, any authorized State or local law enforcement agency, the State Gaming Agency and NIGC or its designees the right to access and review the Applicant's background, including his criminal record.

(17) A complete disclosure of any pending or anticipated civil or criminal action against the Applicant.

(18) 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 and disposition if any.

(19) 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 and disposition.

(20) 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 not otherwise disclosed, including the name and address of the court involved and the date of disposition.

(21) A sworn statement that if the License applied for is issued, the Applicant will submit to the jurisdiction of the Tribe and the Tribal Court.

(22) A sworn statement that the Applicant will abide by all applicable Tribal and Federal laws, regulations and policies.

(23) A photograph of the Applicant taken within the past year.

(24) Fingerprints.

(25) Driver's license or government-issued photo identification.

(26) Social Security card.

(27) A written statement that the information contained in the Application is true and correct to the best of Applicant's knowledge.

(28) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted.

5.2.5 Gaming and Non-Gaming Application The Application for a Gaming and Non-Gaming License shall include the following information:

(1) Driver's license or other government-issued photo identification.

(2) Social Security Card.

(3) Fingerprints, provided that fingerprints for Non-Gaming employees are only required at the discretion of the Tribal Gaming Commission.

5.2.6 In addition to the relevant information requested in 5.2.4, business entities, including Gaming Vendors, and Non-Gaming Vendors and Construction Contractors who have not been exempted, shall also submit the following for (a) each of its officers and directors; (b) each of its principle management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager; (c) each of its owners or partners, if an unincorporated business; (d) each of its members, if a limited liability company; (e) each of its shareholders who own more than 10 percent (10%) of the shares of the corporation, if a corporation; and (f) each person or entity that, alone or in combination with others, has provided financing in connection with Gaming authorized under the Compact:

(1) A list of all Gaming-related licenses the individual Applicant has ever applied for, whether or not they were granted such license.

(2) Written permission from the individual Applicant giving the Tribal Gaming Commission, any authorized State or local law enforcement agency, the State Gaming Agency and NIGC or its designees the right to access and review the Applicant's background, including his criminal record.

(3) A complete disclosure of any pending or anticipated civil or criminal action against the individual Applicant.

(4) A sworn statement that if the License applied for by the entity is issued, the individual Applicant will submit to the jurisdiction of the Tribe and the Tribal Court.

(5) A sworn statement that the individual Applicant will abide by all applicable Tribal and Federal laws, regulations and policies.

(6) A written statement that the information contained in the individual's Application and the Application of the related business entity is true and correct to the best of Applicant's knowledge.

5.3 Review of License Application: The Tribal Gaming Commission shall thoroughly review and conduct a background investigation for each Tribal Gaming License Application sufficient to make a determination of eligibility as required under this Ordinance. The Tribal Gaming Commission's review and background investigation shall include, but is not limited to the following:

5.3.1 Each Applicant shall submit to fingerprinting to be conducted by the Tribal Gaming Commission.

5.3.2 The Tribal Gaming Commission shall diligently review the information provided in the Tribal Gaming License Application, including, but not limited to, contacting and investigating all resources identified in the Tribal Gaming License Application. An authorized Tribal Gaming Commission designee identified by the Tribal Gaming Commission, shall review an Applicant's prior activities, criminal record (if any), reputation, habits, and associations in order to make an eligibility determination for Key Employees and Primary Management Officials. For purposes of conducting a criminal history check on each Key Employee and Primary Management Official (in addition to the check of the criminal history records information maintained by the Federal Bureau of Investigation, as described below), and the processing, transmission and reporting of information and findings relating to such criminal history checks, the Tribal Gaming Commission may contract for such services on an as-needed basis with any public or private agency it deems qualified.

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

(1) Steps taken in conducting diligence;

(2) Results of the conducted diligence;

(3) Conclusions from review of conducted diligence; and

(4) The basis for those conclusions.

5.3.4 The Tribal Gaming Commission shall transmit the Applicant's Application, file, and eligibility determination report to the NIGC and the California State Division of Gambling Control.

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

5.3.6 The Tribal Gaming Commission, when it does not license an Applicant, shall notify the NIGC and forward copies of the Tribal Gaming Commission's eligibility determination report and the investigative report (if any).

5.4 Authorized Entity for Fingerprint Cards: The Tribal Gaming Commission may contract with any entity, with approval from the Tribal Council, and

authorize such entity to conduct fingerprinting and/or receive and process fingerprint cards for background investigation purposes, so long as such background investigation shall, at a minimum, include a check of criminal history records maintained by the Federal Bureau of Investigation. The Tribal Gaming Commission, if it chooses not to contract with any other entity, shall designate the NIGC as its authorized entity for receiving and processing fingerprint cards for background investigation purposes, so long as such background investigation, at a minimum, includes a check of criminal history records information maintained by the Federal Bureau of Investigation.

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

5.6 Scope and Types of Gaming Employee Licenses:

5.6.1 Key Employee Gaming License A Key Employee Gaming License is for those employees of the Enterprise or Gaming Facility that are Key Employees and Primary Management Officials as defined by this Ordinance. A Key Employee Gaming License issued pursuant to this section shall be effective for any Key Employee or Primary Management Official position within the jurisdiction of the Tribal Gaming Commission.

5.6.2 Gaming Employee License A Gaming Employee License is for employees of the Enterprise or Gaming Facility who work in Gaming, finance (including shipping and receiving), and information technology, or who work in areas where Gaming is occurring as designated by the Tribal Gaming Commission. A Gaming Employee License issued pursuant to this section shall be effective for any Gaming Employee position within the jurisdiction of the Tribal Gaming Commission. Gaming Employee Licenses will not require the same level of background scrutiny and standards required for Key Gaming Employee Licenses.

5.6.3 Non-Gaming Employee License A Non-Gaming Employee License is for employees of the Enterprise or Gaming Facility who do not work in Gaming, and who are not regularly in areas where Gaming is occurring, including restaurant and hotel employees who are not Key Employees or Primary Management Officials. Non-Gaming Employee Licenses will not require the same level of background scrutiny and standards as are required for Gaming Employee Licenses.

5.6.4 Transferring Licenses A Licensee shall apply to have his/her License changed from one type of License to another by Application to the Tribal Gaming Commission.

5.7 Temporary Licensing: Notwithstanding anything herein to the contrary, if the Applicant has completed a License Application, the Tribal Gaming Commission may immediately issue a temporary License if:

5.7.1 The Tribal Gaming Commission has conducted a preliminary, local, background investigation; and

5.7.2 Based on the preliminary investigation, the information does not indicate that the Applicant has a criminal history.

5.7.3 Temporary licenses may last no longer than 90 days from the date of issuance.

5.7.4 Upon completion of a background investigation and a determination of eligibility for any Key Employee, a report shall be sent by the Tribal Gaming Commission to the NIGC within 60 days after the employee begins work.

5.8 License Issuance, Term and Substance:

5.8.1 Issuance Upon completion of the necessary background investigation, and after the Tribe has complied with the 30-day NIGC review requirements found in 25 C.F.R. §558.3 and §558.4, the Tribal Gaming Commission may issue a License on a conditional or unconditional basis. If the NIGC objects to an Applicant, the Tribe shall reconsider the Application, taking into account the reasons for the objections noted by NIGC. However, the Tribe shall have the final word on whether to license an Applicant. Nothing herein creates a property right in the License.

5.8.2 Term Any License issued pursuant to this section shall be effective for a period of two (2) years from the date of issuance.

5.8.3 License Substance The License shall state on its face the name of the Applicant, the Tribal Logo, the name of his/her employer , and the license number. It shall also include a photograph of Licensee.

5.9 **License Denial:** Any Application for a License shall be denied if the Tribal Gaming Commission, after an adequate review, determines the Application is incomplete or deficient, or that the employment of the Applicant poses a threat to the Tribe, the public interest, or the effective regulation of gaming, or creates or enhances the danger of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming. If the foregoing determinations about the Applicant are made, no management contractor or Tribal gaming operation shall employ the Applicant.

5.10 **Renewals:** A Licensee shall petition to have the License renewed by applying to the Tribal Gaming Commission for a renewal at least ninety (90) days before the License expires. Applicants may be required to provide updated material as requested.

5.11 **Wearing and Display of License:** Licensees are required to wear, in plain view at all times while on duty, their License issued by the Tribal Gaming Commission. The License must display information including, but not limited to, a photograph of the Licensee and an identification number that is adequate to enable agents of the Tribal Gaming Commission to readily identify the person and determine the validity and date of expiration of his or her License. Licensees are not required to wear their License when not on duty and in the areas of the Gaming Facility open to the public.

5.12 **License Suspension or Revocation of License:**

5.12.1 Temporary Suspension or Revocation The Tribal Gaming Commission may suspend or revoke a License, after notice and an opportunity for a hearing pursuant to Section 4.24 herein, for any of the following reasons:

(1) The Licensee withheld pertinent information on the Application;

(2) The Licensee made false statements on the Application;

(3) The Licensee participated in Gaming that was not authorized by any Gaming License or regulatory approvals, and therefore deemed illegal;

(4) The Licensee attempted to bribe a Tribal Council member, Commissioner or other Person, in an attempt to avoid or circumvent Tribal law;

(5) The Licensee offered and/or gave, either directly or through a third party, something of value to a Tribal Gaming Commission member;

(6) The Licensee knowingly promoted, played or participated in any Gaming operated in violation of the laws of the Tribe, Federal law, or the laws of the jurisdiction in which such activities occurred;

(7) The Licensee is knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of Gaming;

(8) The Licensee violated this Ordinance or the rules and regulations of the Tribal Gaming Commission;

(9) The Licensee has been convicted or has entered a plea of nolo contendere to any crime involving Gaming, fraud, theft, or embezzlement;

(10) The Licensee has refused to comply with any lawful order, inquiry or directive of the Tribal Gaming Commission, the Tribal Council, the Federal Government or any court of competent jurisdiction; and

(11) The Licensee has been convicted of, or entered a plea of nolo contendere to, a crime involving the sale of illegal narcotics or controlled substances.

5.12.2 Procedure for Suspension or Revocation

(1) Upon reasonable cause that a violation of this Ordinance has occurred, the Tribal Gaming Commission or its designee may either:

(i) undertake an investigation of the Licensee; or

(ii) serve upon such Licensee an order to show cause pursuant to Section 4.24 as to why the Licensee's License should not be suspended or revoked, or why the Licensee should not be enjoined from conducting Gaming.

(2) Additionally, if the NIGC notifies the Tribe that it has received reliable information indicating that a Key Employee or Primary Management Official is not eligible for employment under 25 C.F.R. §558.2, the Tribal Gaming Commission shall suspend such license and notify the Licensee in writing that his/her License has been suspended and may be revoked. Such notice shall state the reason for the suspension and/or order, and the time and place for the hearing before the Tribal Gaming Commission pursuant to Section 4.24 herein.

(3) The Licensee shall have an opportunity to present testimony and cross-examine opposing witnesses, and to present any other evidence as to why a revocation order or suspension should not be issued.

(4) The hearing shall be set for not less than two (2) business days or more than ten (10) business days from the date of the notice. The hearing shall be governed in all respects in accordance with Tribal law and Tribal Gaming Commission regulations. Any revocation or suspension decision of the Tribal Gaming Commission after hearing shall be final. The Tribe shall notify NIGC of its decision.

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

5.13.1 The Gaming is located on lands taken into trust after October 17, 1988, as a settlement of a claim.

5.13.2 The Gaming is authorized pursuant to this Ordinance, the Compact and the IGRA.

5.13.3 The Gaming is authorized by a Tribal Council resolution.

5.13.4 The Tribe has the sole proprietary interest and the Management Contract, if applicable, is consistent with Tribal and Federal law and is properly approved by the Chairman of the NIGC.

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

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

(1) The Tribal Gaming Commission has determined, based on the reports of qualified inspectors and a review by the Board of Commissioners of all relevant contracts and operational policies and procedures, including safety manuals and intergovernmental agreements relating to environmental protection, health, safety and emergency services, that the Gaming Facility has been constructed and shall be maintained and operated in a manner that adequately protects the environment and the public health and safety.

(2) The construction, expansion or modification of the Facility shall meet the Tribal Building Ordinance.

(3) The construction, expansion or modification of the Facility shall meet the standards of the federal American with Disabilities Act as incorporated into the Tribal Building Ordinance.

(4) Upon the inspection of the health and safety of the building, and upon the inspection that all Gaming controls that are necessary to insure the integrity of the Gaming are in place, the Tribal Gaming Commission shall issue to the Facility a Certificate of Occupancy, which shall be reissued upon similar inspections every two years.

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

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

5.15 State Gaming Agency Licensing:

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

5.15.2 Notwithstanding Section 5.15.1, the Tribe may employ a Person who has been denied for a determination of suitability by the State Gaming Agency if:

(1) The Person holds a valid and current Tribal License;

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

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

(4) The Person has been in continuous employ for at least three years by the Tribe prior to the effective date of the Compact.

5.15.3 Notwithstanding Section 5.15.1, the Tribe may employ a Person who has been denied for a determination of suitability by the State Gaming Agency if:

(1) The Person is an Enrolled Member of the Tribe;

(2) The Person holds a valid and current Tribal License;

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

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

5.16 Miscellaneous Licensing Provisions:

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

5.16.2 Each Gaming Facility shall have a copy of this Ordinance and applicable regulations readily available for inspection by any Person.

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

SECTION 6. BANK ACCOUNTS AND RECORD KEEPING

6.1 Bank Account: The Tribe and/or the Authority, as applicable, shall open a separate bank account for the Enterprise and all receipts of each Gaming Activity shall be deposited in the account.

6.2 Record Keeping: Accounting records of the Gaming, Enterprise, and Facility shall be kept on a double entry system of accounting, maintaining detailed supporting and subsidiary records. The Tribe shall maintain the following records for not less than three (3) years:

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

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

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

6.2.4 Individual and statistical game records to reflect statistical drop and statistical win for electronic, computer, or other technologically assisted games.

6.2.5 Contracts, correspondence and other transaction documents relating to all Gaming Vendors.

6.2.6 Records of all customer complaints and Tribal Gaming enforcement activities.

6.2.7 All Gaming related audits prepared by or on behalf of the Tribe or one of its subdivisions.

6.3 Audit Requirements:

6.3.1 The Enterprise shall provide a copy of an annual independent audit to the Tribal Gaming Commission, the Tribal Council, the State Gaming Agency, and the National Indian Gaming Commission.

6.3.2 Each contract between the Tribe and another Person for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of Twenty-five Thousand Dollars ($25,000) annually shall be subject to an independent audit. Such audit shall be solely limited to a monthly printout from the accounts payable of the Gaming Operations of the checks rendered. A copy of such audit will be provided to the Tribal Gaming Commission, the Tribal Council, State Gaming Agency and the National Indian Gaming Commission.

6.4 Notices to the Public:

6.4.1 The Gaming Facility shall have a copy of this Ordinance readily available for inspection by any Person at each Gaming Facility.

6.4.2 The Gaming Facility shall post in a conspicuous location near each game an explanation of the rules of play of every game operated or shall otherwise provide the public with such an explanation.

SECTION 7. GAMING ENTERPRISE RESTRICTIONS AND COMPLIANCE

7.1 Number of Facilities:

7.1.1 The Tribe may establish and operate not more than two Gaming Facilities, and only on those lands on which Gaming may lawfully be conducted under IGRA.

7.1.2 The Tribe may combine and operate in each Gaming Facility any forms and kinds of Gaming permitted under the Compact, IGRA and this Ordinance.

7.2 Gaming Device Restrictions:

7.2.1 Number of Class III Gaming Devices The Tribe may offer no more than the number of Class III Gaming Devices allowed pursuant to the Compact.

7.2.2 Transfer of the Right to Operate Gaming Devices The Tribe may enter into an agreement with one or more compacted California Indian tribes for

the purpose of transferring the right to operate Gaming Devices. Any agreements entered into between the Tribe and another Indian tribe shall be regulated by the Tribal Gaming Commission. The total number of Gaming Devices operated by the Tribe shall not exceed the number of Gaming Devices permitted in the Compact.

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

7.2.4 Transportation of Devices Transportation of a Gaming Device to or from the Gaming Facility within California is permissible only if:

The Tribal Gaming Commission has issued a permit to transport theDevice; and

The Tribal Gaming Commission has provided at least ten (10) days notice to the Madera County Sheriff and the California State Division of Gambling Control; and

The final destination of the Device is a gaming facility of any tribe in California with a Compact; or

The final destination is in a state or country whereby the Device is otherwise legal; or

The final destination is located in California for the purpose of testing, repair or storage by a Person that is licensed by the State Gaming Agency.

7.3 Gaming Device Technical Standards: The technical standards for Gaming Devices shall adhere to the standards of an approved independent testing facility that is properly licensed by the Tribal Gaming Commission.

7.4 Age Restrictions:

7.4.1 No Person under the age of Eighteen (18) shall be employed by the Gaming Facility, Management Contractor or the Tribal Gaming Commission.

7.4.2 No Person under Eighteen (18) years of age shall be employed in the service of alcoholic beverages at the Gaming Facility.

7.4.3 No Person under the age of Twenty-one (21) shall be permitted in any area where Gaming is occurring and alcoholic beverages are being consumed.

7.4.4 No Person under the age of Twenty-one (21) shall be permitted to place any wager, directly or indirectly, in any Gaming Activity.

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

7.5 Methods of Payment:

7.5.1 Gaming chips of value may be sold and redeemed by the Enterprise and only for full value.

7.5.2 Consideration to participate in Gaming shall be cash only. No other form of consideration shall be allowed unless the Tribal Gaming Commission gives prior written approval.

7.6 Compliance requirements:

7.6.1 Evidence of win or loss incurred by a Player must, upon request, be provided in such form as will be acceptable to the Internal Revenue Service.

7.6.2 The Enterprise shall pay all fees and file all reports required by law within the time prescribed.

7.6.3 The Enterprise shall respond immediately to all inquiries, subpoenas, or orders of the Tribal Gaming Commission, the State Gaming Agency, the Tribal Council, or the NIGC.

7.6.4 The Enterprise shall make its premises and books and records available for inspection during normal business hours by the Tribal Gaming Commission, the State Gaming Agency, the National Indian Gaming Commission and members of the Tribal Council or their designee.

7.7 Miscellaneous:

7.7.1 The Enterprise shall provide adequate security to protect the public before, during, and after Gaming.

7.7.2 The Enterprise may not discriminate on the basis of sex, race, color, or creed in its employment practices related to Gaming.

SECTION 8. ENFORCEMENT

8.1 Jurisdiction: Except as provided in this Ordinance or the Compact, the Tribal Gaming Commission shall have jurisdiction over all violations of this Ordinance.

8.2 Minimal Internal Control Standards:

8.2.1 Applicable Standards The Tribal Gaming Commission shall comply with 25 CFR Part 542 by formally adopting and making applicable to the Tribe's Gaming operation(s) internal control standards that:

(1) Provide a level of regulatory control that equals or exceeds that set forth in 25 CFR part 542, as published or as revised by mutual agreement between the National Indian Gaming Commission and the Picayune Rancheria of the Chukchansi Indians;

(2) Contain standards for currency transactions reporting that comply with 31 CFR Part 103; and

(3) Establish internal standards for Class II and Class III games that are not addressed in the MICS, if any.

8.2.2 Annual CPA Testing of Compliance In order to verify that the Gaming operation is in compliance with the internal control standards adopted pursuant to Section 8.2.1, an independent certified public accountant (CPA) shall be engaged annually to perform "Agreed-Upon Procedures" in the manner provided for in 25 CFR 542.3(f).

8.2.3 Compliance The Tribal Gaming Commission and the NIGC shall monitor and enforce compliance with the internal control standards adopted pursuant to paragraph A, in the manner provided for in 25 CFR 542.3(g). In addition, the National Indian Gaming Commission shall, for the purposes of enforcing compliance with the internal control standards, have the power to:

(1) Monitor all Class II and Class III Gaming on a continuing basis;

(2) Inspect and examine all premises on which Class II or Class III Gaming is conducted;

(3) Demand access to and inspect, examine, photocopy, and audit all papers, books, and records respecting gross revenues of all Class II and Class III Gaming on a continuing basis or any other matters necessary to ensure and enforce compliance with the MICS.

8.2.4 Enforcement Any failure to adopt internal control standards pursuant to Section 8.2.1, to perform Agreed-Upon Procedures pursuant to Section 8.2.2, to prevent or obstruct the exercise of any of the Commission's power under Section 8.3.3, or to comply with the internal control

standards once adopted is a violation of this Ordinance. The Chairman of the National Indian Gaming Commission shall have the authority to remedy violations of this ordinance under 25 U.S.C. 2713 and its implementing regulations, and the Tribe shall have all rights and remedies available thereunder.

8.3 **Prohibited Acts:** In addition to other civil and criminal offenses provided for in this Ordinance, the following acts are prohibited by any Person and subject any violator to the civil or criminal penalties specified herein:

8.3.1 Participating in any Gaming, which is not authorized by this Ordinance.

8.3.2 Knowingly making a false statement in connection with any Contract to participate in any Gaming Activity.

8.3.3 Attempting to bribe any Person participating in any Gaming Activity.

8.3.4 Offering or accepting a loan, financing or other thing of value between a member of the Board of Commissioners or employee of the Tribal Gaming Commission and any Person participating in any Gaming Activity.

8.3.5 Promoting or participating in any illegal Gaming Activity.

8.3.6 Failing to keep sufficient books and records to substantiate receipts, disbursements and expenses incurred or paid from any Gaming Activity authorized pursuant to this Ordinance.

8.3.7 Falsifying any books or records that relate to any transaction connected with any Gaming Activity pursuant to this Ordinance.

8.3.8 Conducting or participating in any Gaming Activity, which results in Cheating.

8.3.9 Allowing participation in Gaming Activity by or with an intoxicated or disorderly Player.

8.3.10 Allowing or participating in the sale of liquor when such sale is prohibited by Tribal law.

8.3.11 Accepting consideration other than money, or chips for participation in any Gaming Activity.

8.3.12 Using bogus or counterfeit chips or Charitable Gaming Tickets, or to substitute or use any cards, Charitable Gaming Tickets or Gaming equipment that has been marked or tampered with.

8.3.13 Employing or possessing any Cheating device or to facilitate Cheating in any Gaming Activity.

8.3.14 Willfully using any fraudulent scheme or technique to change the odds of any Game of Chance.

8.3.15 Soliciting, directly or indirectly, or using inside information on the nature or status of any Gaming Activity for the benefit of an individual.

8.3.16 Tampering with a Gaming Device, attempting to conspire to manipulate the outcome or the payoff of a Gaming Device, or otherwise unlawfully tampering with or interfering with the proper functioning of the machine.

8.3.17 Alter or counterfeiting a Gaming license.

8.3.18 Aiding, abetting, or conspiring with another Person knowingly or knowingly to cause any Person to violate any provision of this Ordinance or any rules and regulations adopted hereunder.

8.3.19 Operating, using or making available to the public any illegal Gaming Device, apparatus, material or equipment.

8.3.20 Selling, holding out for sale or transporting into or out of the jurisdiction of the Tribe any illegal Gaming Device, apparatus, material or equipment.

8.3.21 Assisting or allowing a Person who is under the age of Twenty-one (21) to participate in a Gaming activity.

8.3.22 Possessing any illegal narcotics or controlled substances on any licensed Gaming site.

8.3.23 Stealing or attempting to steal funds or other items of value from any Gaming Facility or from the Tribal Gaming Commission.

8.3.24 Employing any Person at a licensed Gaming Facility whom the Licensee knows has been convicted of a Gaming crime or a crime of fraud.

8.4 **Criminal Violation:** Any Indian who violates or fails to comply with any provision of this Ordinance, or who fails or neglects to comply with any order, decision of the Tribal Gaming Commission, shall be charged and given due process pursuant to Section 4.24 herein. If such Indian is found to be guilty of a crime, he may be required to pay a fine not to exceed Five Thousand Dollars ($5,000). Each day during which any such violation or failure to comply continues shall constitute a separate violation of this Ordinance.

8.5 **Civil Violation:** Any non-Indian who violates or fails to comply with any provision of this Ordinance, or who fails or neglects to comply with any final order of the Tribal Gaming Commission, shall be charged and given due process pursuant to Section 4.24 herein. If the non-Indian is found liable, he may pay a civil fine not to exceed Five Thousand Dollars ($5,000) for each violation thereof. Each day during which any such violation or failure to comply continues shall constitute a separate violation of this Ordinance. The amount of any such civil fine may be recovered in a civil action in an appropriate court of civil jurisdiction.

8.6 **Cumulative Fines:** All civil fines accruing under this Ordinance shall be cumulative and a suit for the recovery of one fine shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages, nor bar the power of the Tribal Court to punish for contempt, nor bar any criminal prosecution against any officer, director, agent, or employee of any Licensee, or any other Person.

8.7 **Purpose of Civil Penalties:** The civil fines imposed under this Ordinance are intended to be remedial and not punitive and are designed to compensate the Tribe for the damage done to the peace, security, economy and general welfare of the Tribe and the Rancheria, and to compensate the Tribe for costs incurred by the Tribe in enforcing this Ordinance. The civil fines under this Ordinance are also intended to encourage all people into complying with this Ordinance and Tribal Gaming Commission regulations and not to punish such people for violation of such laws and regulations.

8.8 **Civil Action for Penalties:** In enforcing the civil infraction provisions of this Ordinance, the Tribal Gaming Commission shall proceed, in the name of the Tribe, against a Person for violation of such provision by civil complaint in any court of competent jurisdiction, or, if applicable, only in such other forums as the Tribe has agreed to by contract. The Tribal Gaming Commission in such action shall have the burden of showing, by the preponderance of the evidence, that such Person violated the applicable provision of this Ordinance.

8.9 **Seizure and Forfeiture of Property:** Property utilized in violation of this Ordinance shall be subject to seizure and forfeiture by order of the Board of Commissioners pursuant to such procedures and rules, as the Board of Commissioners shall promulgate.

8.10 **Reporting of Offenders** The Tribal Gaming Commission, upon final conviction of any Person under this subsection, shall report the name of the Person convicted to the Tribal Council, State Gaming Board and NIGC.

SECTION 9. GAMING MANAGEMENT

9.1 Gaming Facility Management:

9.1.1 The Management Contractor, or the Tribe if no Management Contractor exists, shall identify in writing a Person who shall serve as General Manager of the Gaming Enterprise. The General Manager appointed shall undergo a background check by the Tribal Gaming Commission and shall obtain a License before commencing work.

9.1.2 The General Manager shall have access to any area within the Gaming Facility, excluding areas defined or designated as Tribal Gaming Commission space, unless authorization is granted by the Tribal Gaming Commission.

9.1.3 The General Manager shall present a written monthly report to the Tribal Gaming Commission which estimates the number of patrons served, the amount of income generated, the numbers of employees working at the establishment, a detailed description of any patron complaints and other problems experienced at the establishment, a written statement of any changes in Primary Management Officials and all bills which are thirty (30) days or more past due.

9.1.4 The General Manager shall present additional reports to the Tribal Gaming Commission as requested.

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

9.2.1 The enforcement of all relevant laws and rules with respect to the Gaming Operation and the Facility;

9.2.2 Ensuring the physical safety of Enterprise patrons and Employees;

9.2.3 The physical safeguarding of assets transported to, within, and from the Gaming Facility;

9.2.4 The prevention of illegal activity from occurring within the Gaming Facility including employee procedures and surveillance;

9.2.5 The recording of occurrences that deviate from normal operating policies including the following procedure for reporting incidents:

(1) Specify that security personnel record all incidents, regardless of immateriality;

(2) Require the assignment of a sequential number to each report;

(3) Provide for permanent reporting in indelible ink in a bound notebook;

(4) Require that each report include the following:

(i) The record number.
(ii) The date.
(iii) The time.
(iv) The location of the incident.
(v) A detailed description of the incident.
(vi) The persons involved in the incident.
(vii) The security personnel assigned to the incident.

9.2.6 The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or other form of stealing;

9.2.7 Maintenance of a list of persons barred from the Gaming Facility;

9.2.8 In accordance with section 8.4.1 of the Compact, except as provided in subdivision 8.4.1(d) of the Compact, no State Gaming Agency regulation shall be effective with respect to the Enterprise unless it has first been approved by the Association, and further, the Tribe has had an opportunity to review and comment on the proposed regulations.

9.3 Insurance Requirements: Pursuant to the Tribal/State Compact, the Management Contractor shall ensure that the Enterprise shall carry a minimum of Five Million Dollars ($5,000,000.00) liability insurance to protect the public in the event of an accident.

9.4 IRS Requirements: The General Manager shall be responsible for seeing that Gaming Activity is managed in accordance with Tribal and Federal law and that such Gaming Activity complies with all IRS reporting requirements.

9.5 Audit Requirements:

9.5.1 Annual Enterprise Audit The Tribal Gaming Commission and the General Manager of the Enterprise shall obtain an annual independent audit of such Enterprise by a certified public accountant using the accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

9.5.2 Contract Audits Each contract between the Management Contractor and another Person for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of Twenty-five Thousand Dollars ($25,000) annually shall be subject to an independent audit. For the purposes of the previous sentence, the term "services" does

not include contracts the purpose of which is to extend financing to the Management Contractor, the Tribe, or the Enterprise.

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

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

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

9.6.2 The names, addresses and titles of all of its current managers of the Licensee;

9.6.3 A description of the Gaming operated and Gross Revenue;

9.6.4 The name and address of the Person who will be designated as Primary Management Official, or new Key Employees over the next License Term;

9.6.5 Written proof that the Licensee has paid to the National Indian Gaming Commission such fees as Federal and Tribal law may require it to pay;

9.6.6 A sworn statement that the Licensee has complied with the IRS including written notice of customer winning;

9.6.7 The number of full-time equivalent people, on an annualized basis, employed by the operation during the past twelve (12) months, together with a projection of the number of full-time equivalent people who are expected to be employed during the next license period;

9.6.8 A sworn statement that the Licensee will continue to comply with all Tribal and Federal laws applicable to Gaming;

9.6.9 The name, address and signature of the agent who will accept service of process on behalf of the Licensee, who must reside on the Rancheria;

9.6.10 If the Licensee is a corporation, a copy of any amendment to its articles of incorporation, properly certified by the incorporating government, unless a current copy has already been filed with the Tribal Gaming Commission;

9.6.11 If the Licensee is a limited liability company, a copy of any amendment to its operating agreement or its articles of organization, properly certified by

the state in which the company is organized, unless a current copy has previously been filed with the Tribal Gaming Commission.

9.7 Management Contracts: Error! Bookmark not defined.

9.7.1 Each Management Contract is subject to the prior approval of the National Indian Gaming Commission.

9.7.2 Each Management Contract shall be approved by the Tribal Council. In making its selection, the Tribal Council shall review the following:

(1) Background information on the proposed Management Contractor including: its name, its address, the names and addresses of each Person or entity having a direct financial interest or management responsibility for the proposed management contractor, and (i) in the case of a corporation the names and addresses of each member of its board of directors and all stockholders who hold directly or indirectly ten percent (10%) or more of its issued or outstanding stock; and (ii) in the case of a limited liability company, the names and addresses of each member and each manager.

(2) A description of any previous experience that each Person listed in subsection above has had with other Gaming contracts with Indian Tribes or with the Gaming industry generally, including the name and address of any tribal government or licensing agency with which such Person has had a contract relating to Gaming.

(3) A complete financial statement of each Person listed in subsection 9.7.2(1).

(4) The Tribal Council shall undertake any additional steps it can to determine the character and reputation of each proposed management contractor.

(5) If the Tribal Council, after reviewing the above-described information, still desires to enter into a management contract with the proposed management contractor, such management contract shall be placed in writing and submitted to legal counsel for review before the Council approves it.

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

(1) A provision requiring a monthly financial accounting of the Gaming Enterprise's income and expenses. Such reports shall be

prepared by an independent auditor who is mutually acceptable to the Tribe and the Management Contractor.

(2) A provision guaranteeing the Tribe a minimum guaranteed payment that shall always take precedence over the Management Contractor's right to recoup development and construction costs.

(3) An agreed upon ceiling for the Management Contractor's development and construction costs.

(4) A provision that the contract shall not exceed seven (7) years or 30% of Net Revenues.

(5) A provision for termination of the Contract and the grounds for termination.

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

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

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

10.2 Initial Dispute Resolution Procedure:

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

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

(1) Gaming management shall develop formal written administrative procedures for the processing of patron complaints and disputes, which procedures shall be finalized only after Tribal review and approval. The final procedures shall include the following

minimal requirements: Upon learning about a dispute, gaming management shall expediently and informally gather sufficient facts to make an initial determination about the dispute (i.e. whether the dispute has any merit, whether further investigation is required, whether to take any corrective action, etc.). Gaming management shall conduct an investigation, if appropriate and inform the complainant, either orally or in writing, about its initial determination as soon as is reasonably practicable. At that time, if the complainant indicates that he or she has additional concerns or is not satisfied, gaming management shall schedule an informal hearing, if practical and appropriate, and thereafter inform the complainant of its final determination and inform the complainant that if they are dissatisfied with the final determination they may file an appeal with the Tribal Gaming Commission.

10.3 Formal Dispute Resolution Procedure:

10.3.1 Complainants who have followed the initial dispute resolution procedure, and who are unsatisfied with gaming management's initial determination, may appeal that determination in writing to the Tribal Gaming Commission no later than five (5) days after being informed about the initial determination.

10.3.2 The Tribal Gaming Commission may investigate the dispute in any manner it chooses. The Board of Commissioners shall offer the complainant a fair opportunity to be heard in person or through counsel about the dispute, either before or after it makes its own inquiries. The complainant's opportunity to be heard shall take place within thirty (30) days after the Tribal Gaming Commission receives the complainant's written appeal.

10.3.3 After investigating (if it chooses to do so), and within thirty (30) days after affording the complainant an opportunity to be heard, the Board of Commissioners shall issue a written opinion on the complainant's appeal, and shall mail a copy of the opinion to the complainant at his/her last known address. The decision of the Board of Commissioners shall be final.

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FEBRUARY 9, 2009

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2009-1

VIA FEDERAL EXPRESS

Phillip N. Hogen, Chairman
National Indian Gaming Commission
1441 L. Street NW, Suite 9100
Washington, DC 20001

RE: Picayune Rancheria of the Chukchansi Indians
Submission of Amended Tribal Gaming Ordinance

Dear Chairman Hogen:

The Tribal Council of the Picayune Rancheria of the Chukchansi Indians recently adopted amendments to the Tribe's Gaming Ordinance (the "Ordinance"). On behalf of the Tribal Council, please find enclosed the following:

1. a copy of the Tribal Council Resolution #2009-08 dated February 5, 2009, adopting the amendments to the Ordinance;

2. a clean copy of the Ordinance incorporating the amendments; and

3. a redlined version of the Ordinance, showing the amendments and marked against the last approved version of the Ordinance, dated December 6, 2007 and approved by the NIGC on January 11, 2008.

In accordance with 25 CFR Section 522.4, the Tribal Council respectfully requests your review and approval of the amended Ordinance. Please phone or e-mail me with any questions or comments you may have regarding this submission.

Very truly yours,

FREDERICKS PEEBLES & MORGAN LLP

Jane M. Long

Jane M. Long

JML:kd
Enclosures

2009 FEB 10 AM 10:29
NATIONAL INDIAN GAMING COMMISSION
RECEIVED

cc: Members of Tribal Council (w/o encl.)
Mark Levitan (w/o encl.)

Picayune Rancheria
of the
CHUKCHANSI INDIANS
46575 Road 417 • Coarsegold, CA 93614 • (559) 683-6633 • FAX (559) 683-0599

RESOLUTION
No. 2009-08

FEB 10 2009

APPROVAL OF AMENDED TRIBAL GAMING ORDINANCE

WHEREAS, the Picayune Rancheria of the Chukchansi Indians (the "Tribe") is a sovereign, federally recognized Indian Tribe organized under the Constitution of the Tribe ratified on October 22, 1988; and

WHEREAS, the Tribal Council of the Tribe is authorized pursuant to Article IV, Section 2 of the Tribe's Constitution (the "Constitution") to exercise governmental authority on behalf of the Tribe; and

WHEREAS, the Tribal Council of the Tribe is authorized pursuant to Article V(a) of the Constitution to promulgate and enforce ordinances necessary to carry out its powers under the Constitution; and

WHEREAS, the Tribal Council finds that it is in the best interests of the Tribe to amend the Tribal Gaming Ordinance

NOW, THEREFORE, BE IT RESOLVED, the Tribal Council hereby approves the Amended Tribal Gaming Ordinance attached hereto, and authorizes the same to be submitted to the National Indian Gaming Commission for approval pursuant to 25 U.S.C. § 2710.

CERTIFICATION

The Tribal Council of the Picayune Rancheria of Chukchansi Indians does hereby certify that a meeting duly called, noticed, and convened on the 5th day of February, 2009, where a quorum was present, the foregoing resolution was adopted by the Picayune Rancheria of the Chukchansi Indians Tribal Council by a vote 5 for, ____ against, 1 abstain, 1 not voting, and ____ absent.

Morris Reid
Chairman

ATTEST:

Mark Emerick
Secretary