



September 3, 2019

Benjamin Joseph, Chairman  
Sauk-Suiattle Indian Tribe  
5318 Chief Brown Lane  
Darrington, WA 98241

**Re: Sauk-Suiattle Gaming Act Amendments, Resolution No. 05/08/2019**

Dear Chairman Joseph:

This letter serves to inform you that the Sauk-Suiattle Gaming Act Amendments, enacted via Resolution No. 05/08/2019 by the Tribal Council of the Sauk-Suiattle Indian Tribe, and received by the NIGC on May 29, 2019, is approved by operation of law.

Pursuant to the Indian Gaming Regulatory Act of 1988, the NIGC Chair has 90 days from the date of submission to either approve or disapprove a gaming ordinance.<sup>1</sup> Any ordinance not acted upon at the end of the 90-day period is considered to have been approved by the Chair, but only to the extent it is consistent with the provisions of IGRA.<sup>2</sup> Because the NIGC Chair is currently vacant, no action was taken by an NIGC Chair within the 90-day period. Therefore, the Band's ordinance is considered approved to the extent that it is consistent with IGRA.

It is the opinion of the Office of General Counsel that the ordinance as amended is not consistent with NIGC regulations. Specifically, the amendments do not comply with the background and licensing regulations found at 25 C.F.R. parts 556 and 558. These parts were amended in 2013 and part 556 was amended again in 2015.<sup>3</sup> Both parts require that any ordinance amendments passed after February 25, 2013, must include amendments to comply with the current background and licensing regulations.<sup>4</sup>

Because the background and licensing sections comprise a substantial portion of the Tribe's ordinance, we strongly recommend the Tribe make additional amendments to bring it into compliance.

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<sup>1</sup> 25 U.S.C. § 2710(e).

<sup>2</sup> *Id.*

<sup>3</sup> 78 FR 5279, Jan. 25, 2013, as amended at 80 FR 31994

<sup>4</sup> 25 C.F.R. §§ 556.8 and 558.6.

Benjamin Joseph, Chairman

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If you have any questions, please feel free to contact me or Rea Cisneros, NIGC Associate General Counsel.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Hoenig", with a long horizontal flourish extending to the right.

Michael Hoenig  
General Counsel



Tribal Council

5318 Chief Brown Lane  
Darrington, Washington 98241-9420

(360) 436-0131  
Fax (360) 436-1511

Resolution Number: 05/08/2019

**Amendments to the Sauk-Suiattle Gaming Act**

**BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE SAUK-SUIATTLE INDIAN TRIBE**

WHEREAS, the Sauk-Suiattle Tribal Council (the "Tribal Council") is the governing body of the Sauk-Suiattle Indian Tribe (the "Tribe") of authority of the Constitution and By-Laws as approved by the Secretary of the Interior on September 17, 1975 and in accordance with the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the Tribal Council is charged with the responsibility for the protection of the health, welfare and safety of its members; and

WHEREAS, the Sauk-Suiattle Tribal Council previously passed Resolution 11/29a/99 establishing the Sauk-Suiattle Gaming Act

WHEREAS, the Tribal Council has determined that changes to the structure of the Sauk-Suiattle Gaming Commission is in the best interest of the tribe; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 2 begins in its entirety with "Unless specified otherwise, terms used herein shall have the same meaning as in IGRA, including but not limited to references to 'Net Revenues,' 'Class I', 'Class II', and 'Class III' gaming, except for references to 'Commissioners', 'Commission', or 'Gaming Commission', which shall mean the Sauk-Suiattle Gaming Commission or its Commissioners, established and described herein."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 2.5 reads in its entirety "Gaming Commission' or 'Tribal Gaming Agency' shall mean the Sauk-Suiattle Gaming Commission as established herein under tribal law and designated responsibility for carrying out the Tribe's regulatory responsibilities under IGRA, this Gaming Act, and the Gaming Compact."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4 is titled Gaming Commission; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.1 reads in its entirety "Establishment of Gaming Commission. There is established by the Tribe hereby a Commission, acting under the authority of the Tribe, to be known as the Sauk-Suiattle Gaming Commission. The Gaming Commission shall be composed of three (3) members of the Tribe, all of whom shall be elected by the Tribe. Gaming Commissioners must meet the qualifications established under this Gaming Act and by any Gaming Compact adopted by the Tribe."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.3 reads in its entirety "Terms of Office. The Commissioners shall serve for three (3) year terms, except that immediately after enactment of this Gaming Act two (2) of the Commissioners shall serve for three (3) years, and one (1) commissioner shall serve for two (2) years. Commissioners may serve for more than one term.

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.5 reads in its entirety "Quorum. Two (2) members of the Gaming Commission shall constitute a quorum."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.6 reads in its entirety "Officers and Duties. The Gaming Commission shall select, by majority vote, a Chairman, Vice-Chairman and Secretary. The Chairman shall preside over meetings of the Gaming Commission and the Vice-Chairman shall preside in absence of the Chairman. The Secretary shall record in writing the minutes of all Gaming Commission meetings and all official actions taken by the Gaming Commission."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.7 reads in its entirety "Voting. All actions of the Gaming Commission shall be taken by majority vote. The Commission Chairperson may vote on any issue."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.8 reads in its entirety "Meetings. Meetings shall be held at least once per month, on the second Monday of the month at 6:00 p.m. at the Tribe's primary meeting facility ("Scheduled Meetings"). Any tribal member may attend Scheduled Meetings. Scheduled Meetings may be changed at any time by the Gaming Commission, with notice of such change posted prominently at least five (5) business days in advance at the Office of the Gaming Commission. Additional meetings shall be held as called by the Chairman or by at least two (2) other Commissioners. Notice of meetings shall be given in writing to each Commissioner, served by first class mail or personal delivery at least three (3) business days prior to such meeting; however, meetings may be called at any time, by any means, with unanimous consent of the Commissioners. All Commission discussions, deliberations, and votes taken regarding specific license applications and related background investigations, or any other investigations, and any other matter the Commission deems must be kept confidential in order to preserve the integrity of the Gaming Enterprise or the Tribe or to protect the privacy of the applicant shall be held in executive session."; and

WHEREAS, The Sauk-Suiattle Gaming Act Section 4.9 reads in its entirety "Compensation for Serving: Fringe Benefits: Reimbursement of Expenses. Commissioners may be compensated for serving on the Commission at rates to be set by the Tribe. Such rates shall be approved by the Tribe or through the Gaming Commission budget process and shall be identical for all Commissioners. Step increases may be allowed based on length of service. Commissioners may be entitled, at the discretion of the Tribe, to receive fringe benefits which are available to other employees of the Tribe to the extent the provider of such benefits qualifies Gaming Commission positions for such benefits. Subject to approval by the Tribe and in accordance with its procedures, Commissioners shall be reimbursed for expenses incurred in connection with the performance of their Gaming Commission duties."; and

NOW THEREFORE BE IT RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 2 to begin in its entirety with "Unless specified otherwise, terms used herein shall have the same meaning as in IGRA, including but not limited to references to 'Net Revenues,' 'Class I', 'Class II', and 'Class III' gaming, except for references to



‘Commissioners’, ‘Commission’, or ‘Gaming Commission’, which shall mean the Sauk-Suiattle Office of Gaming Commissioner, established and described herein.”; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 2.5 to read in its entirety “‘Gaming Commission’ or ‘Tribal Gaming Agency’ shall mean the Sauk-Suiattle Office of the Gaming Commissioner as established herein under tribal law and designated responsibility for carrying out the Tribe’s regulatory responsibilities under IGRA, this Gaming Act, and the Gaming Compact.”; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 4 to be titled Office of Gaming Commissioner; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 4.1 to read in its entirety “Establishment of Gaming Commission. There is established by the Tribe hereby an Office of the Gaming Commissioner, to be composed of one commissioner, acting under the authority of the Tribe, to be known as the Sauk-Suiattle Gaming Commissioner. The Gaming Commissioner shall be a member of the Tribe, appointed by the Sauk-Suiattle Tribal Council. Gaming Commissioners must meet the qualifications established under this Gaming Act and by any Gaming Compact adopted by the Tribe.”; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 4.3 to read in its entirety “Terms of Office. The Commissioner shall serve for a three (3) year term.”; and

BE IT FURTHER RESOLVED, that Tribal Council hereby removes and reserves The Sauk-Suiattle Gaming Act Sections 4.5, 4.6, and 4.7; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 4.8 to read in its entirety “Notice of Proposed Regulations. In adopting, amending or repealing any regulations under this code, the Gaming Commissioner shall give a minimum of five (5) days notice of proposed regulations changes to all key employees, primary management officials, and the chairman of the Sauk-Suiattle Indian Tribe.”; and

BE IT FURTHER RESOLVED, that Tribal Council hereby amends The Sauk-Suiattle Gaming Act Section 4.9 to read in its entirety “Compensation for Serving: Fringe Benefits. The Gaming Commissioner shall be paid a salary set by the Sauk-Suiattle Tribal Council, provided that the salary shall not be decreased while the Gaming Commissioner remains in office. The Gaming Commissioner shall have the same eligibility for fringe benefits as a full-time employee of the Sauk-Suiattle Indian Tribe.”; and

BE IT FURTHER RESOLVED, that the Sauk-Suiattle Tribal Council does not waive, alter, or otherwise diminish its sovereign immunity, whether express or implied, by virtue of the enactment of this resolution or any administrative or legal action which may arise directly or indirectly from the same, nor does the Sauk-Suiattle Tribal Council waive, alter, or otherwise diminish any rights, privileges, remedies, or services guaranteed by the Point Elliot Treaty; now

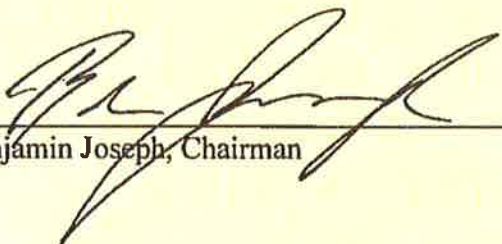
BE IT FINALLY RESOLVED, that the Sauk-Suiattle Tribal Council authorizes the Tribal Council Chairman to sign all documents on behalf of the Sauk-Suiattle Tribe and in his absence, the Vice-Chairperson of the Sauk-Suiattle Tribal Council is authorized to sign all documents.

### CERTIFICATION

The above resolution was duly approved by the Sauk-Suiattle Tribal Council in a regular meeting conducted May 10, 2019 at which time a quorum was present.

Resolution passed without objection

Chairman abstained

  
\_\_\_\_\_  
Benjamin Joseph, Chairman

ATTEST:   
\_\_\_\_\_  
Cynthia Harris, Secretary

*Gaming Ordinance*



"The Root-Digging  
People"

SAUK-SUIATTLE INDIAN TRIBE  
1318 Chief Brown Lane  
Darrington, WA 98241

360-436-0131  
360-435-8366  
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**RESOLUTION 11/29a/99**  
**BE IT RESOLVED BY THE SAUK TRIBAL COUNCIL**  
**OF THE SAUK-SUIATTLE INDIAN TRIBE OF THE STATE OF WASHINGTON**

**WHEREAS**, the Sauk-Suiattle Tribal Council is the governing body of the Sauk-Suiattle Indian Tribe by the authority of its Constitution and By-Laws as approved by the Secretary of the Interior on September 17, 1975; and with the Indian Reorganization Act of June 18, 1934; and

**WHEREAS**, the Sauk-Suiattle Council is a duly elected governing body of the Sauk-Suiattle Indian Tribe; and

**WHEREAS**, the Sauk-Suiattle Tribal Council is charged with the responsibility for the protection of the health, safety, and welfare of the members of the Sauk-Suiattle Indian Tribe; and

**WHEREAS**, the Sauk Suiattle Tribal Council, at a duly constituted meeting held on November 19, 1999, considered the attached Sauk-Suiattle Gaming Act prepared in compliance with the Indian Gaming Regulatory Act of 1998; and

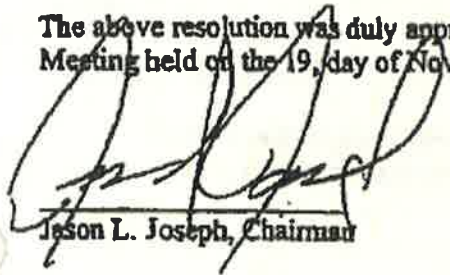
**WHEREAS**, the Tribal Council has determined that the best interest and welfare of the Tribe would be served by adopting the said Gaming Act and hereby approves its adoption.

**NOW THEREFORE BE IT RESOLVED**, that the Sauk-Suiattle Tribal Council hereby adopts the Sauk-Suiattle Gaming Act and directs the Tribe's Gaming Commission to seek approval for such from the National Indian Gaming Commission.


**BE IT FURTHER RESOLVED**, that the Sauk Suiattle Tribal Council authorizes the Tribal Council to sign all documents on behalf of the Sauk-Suiattle Indian Tribe and in his absence, the Vice-Chairperson of the Sauk-Suiattle Tribal Council is authorized to sign all documents.

**CERTIFICATION**

The above resolution was duly approved by the Sauk-Suiattle Tribal Council at a Special Meeting held on the 19, day of November 1999.

  
Jason L. Joseph, Chairman

ATTESTED:

  
Tribal Council Member

gaming, except for references to "Commissioners", "Commission", or "Gaming Commission", which shall mean the Sault-Suiattle Office of Gaming Commissioner, established and described herein.

2.1 "Applicant" means an individual or entity that applies for a tribal license or certification.

2.2 "Closely associated independent contractor" shall mean any contractor that shares common ownership, officers or directors with any management principal or person related thereto.

2.3 "Gaming" shall mean an activity in which a person stakes or risks something of value on the outcome of a contest of chance or a future contingent event, not under his or her control or influence, upon an agreement or understanding that the person, or someone else, will receive something of value in the event of a certain outcome, but shall not include bona fide business transactions.

2.4 "Gaming Activities" shall mean any class I, class II, or class III gaming activity conducted by or under the jurisdiction of the Tribe.

2.5 "Gaming Commission" or "Tribal Gaming Agency" shall mean the Office of the Gaming Commissioner as established herein under tribal law and designated responsibility for carrying out the Tribe's regulatory responsibilities under IGRA, this Gaming Act, and the Gaming Compact.

2.6 "Gaming Compact" or "Compact" shall mean a class III tribal-state gaming compact adopted by the Tribe to govern the conduct of certain Gaming Activities on its Tribal Lands.

2.7 "Gaming Contractor" shall mean any person or entity that supplies gaming devices or other gaming equipment, personnel, or services (including gaming management or consulting services) to any gaming activity or enterprise.

2.8 "Gaming Enterprise" shall mean any gaming business, event, enterprise or activity conducted by or under the jurisdiction of the Tribe.

2.9 "Immediate Family" or "Related to" shall mean persons who are the subject individual's spouse, parents, siblings, and children (either adopted or biological).

2.10 "Key Employee" shall mean a person who performs one or more of the following functions: bingo caller, counting room supervisor, chief of security, custodian of gaming supplies or cash, floor manager, pit boss, dealer, croupier, approver of credit, or custodian of



### **Section 3. Ownership of Gaming.**

The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Gaming Act, except to the extent the Tribe may contract with and license a person or entity to own, operate or manage the enterprise pursuant to the provisions of IGRA or as otherwise permitted by law.

### **Section 4. Office of the Gaming Commissioner.**

4.1 **Establishment of Office of Gaming Commissioner.** There is established by the Tribe hereby an Office of the Gaming Commissioner, to be composed of one commissioner acting under the authority of the Tribe, to be known as the Sauk-Suiattle Gaming Commissioner. The Gaming Commissioner shall be a member of the Tribe, appointed by the Sauk-Suiattle Tribal Council. Gaming Commissioners must meet the qualifications established under this Gaming Act and any Gaming Compact adopted by the Tribe.

4.2 **Disqualifications for Office.** The following persons may not serve as Commissioners:

4.2.1 Persons employed in or in connection with the management, supervision, or conduct of any Gaming Activity on Tribal Lands;

4.2.2 Persons related to any gaming contractor (including any principal thereof or closely associated independent contractor);

4.2.3 Persons who would not be eligible to be officers of the Tribe pursuant to the Tribe's Articles and By-Laws;

4.2.4 Unless specifically provided herein, Council members of the Tribe are not eligible to serve as the Gaming Commissioner during their term.

4.3 **Terms of Office.** The Commissioner shall serve for a three (3) year term.

4.4 **Removal from Office.** Commissioners may only be removed from office before the expiration of their terms by the Tribal Council for neglect of duty, malfeasance or other good cause shown. The procedure for removing a Commissioner shall be the same as for removing an officer of the Tribe.

4.5 Reserved

4.6 Reserved

4.7 Reserved

4.8 Notice of Proposed Regulations. In adopting, amending or repealing any regulations under this code, the Gaming Commissioner shall give a minimum of five (5) days notice of proposed regulations changes to all key employees, primary management officials, and the chairman of the Sauk-Suiattle Indian Tribe.

4.9 ~~Compensation for Serving Fringe Benefits.~~

The Gaming Commissioner shall be paid a salary set by the Sauk-Suiattle Tribal Council, provided that the salary shall not be decreased while the Gaming Commissioner remains in office. The Gaming Commissioner shall have the same eligibility for fringe benefits as a full time employee of the Sauk-Suiattle Indian Tribe.

4.10 Powers and Duties.

The Gaming Commission shall have the power, duty, and primary responsibility to carry out the Tribe's regulatory responsibilities under federal or tribal law and the Compact; to enforce those requirements; and to protect the integrity of the gaming activities and the reputation of the Tribe and the gaming operation for honesty, fairness, and confidence of patrons, under provisions to include the following:

4.10.1 Inspect, examine and monitor Gaming Activities and gaming facilities, including the power to demand access to and inspect, examine, photocopy and audit all papers, books and records respecting such.

4.10.2 Investigate any suspicion of wrongdoing or violations in connection with any Gaming Activities, and require correction of violations at the Gaming Commission deemed necessary, including establishing and imposing fines or other sanctions against licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements under applicable federal or tribal law or the Compact.

4.10.3 Conduct, or cause to be conducted, such investigations in connection with any Gaming Activity as may be necessary to determine compliance with law, including this Gaming Act, or with any contracts, agreements, goods, services, events, incidents, or other matters related to the Gaming Activities.

4.10.4 Conduct, or cause to be conducted, background investigations regarding any person in any way connected with any Gaming Activities and issue licenses to, at minimum, all Key Employees and Primary Management Officials according to requirements at least as stringent as those in 25 C.F.R. parts 556 and 558, as well as any employees, investors, contractors, or others required to be licensed under standards established by the Gaming Act, IGRA, or the Compact.

4.10.5 Hold such hearings, sit and act at such times and places, summon persons on Tribal Lands to attend and testify at such hearings, take such testimony, and receive such evidence as the Gaming Commission deems relevant in fulfilling its duties.

4.10.6 Administer oaths or affirmations to witnesses appearing before the Gaming Commission.

4.10.7 Implement and administer a system for investigating, licensing, monitoring, reviewing, and license renewal for the gaming facility, employees, gaming contractors and vendors, suppliers, investors, and others connected with Gaming Activities, as described below, including the issuance of licenses to gaming facilities, individuals and entities as required under this Gaming Act, IGRA, or the Compact;

4.10.8 Hear disputes against the gaming establishment, in accordance with the procedures established in this Gaming Act or the Compact.

4.10.9 Hire such staff and support services as deemed necessary, subject to a budget approved by the Tribe.

4.10.18 Carry out any requirements under tribal or federal law or the Compact for the protection of the health and safety of gaming facility patrons, guests, and employees, including requirements that gaming facilities meet building and safety codes duly adopted by the Tribe.

4.10.19 Carry out such other duties with respect to Gaming Activities on Tribal Lands as this Gaming Act, IGRA, or the Compact shall direct.

4.11 Annual Reports. On or before February 15 of each year, the Gaming Commission shall provide to the Tribal Council an Annual Report summarizing its activities during the prior twelve (12) month period ending on December 31, and accounting for revenues, receipts and disbursements. The Tribal Council shall cause copies of the Annual Report to be made available to the tribal membership within thirty (30) days after receipt.

## Section 5. Permitted Gaming Activities.

5.1 Unauthorized Gaming Prohibited. All gaming activities on Tribal Lands (whether class I, II or III) are prohibited except as expressly authorized under this Gaming Act.

5.1.1 Class I Gaming. Class I gaming activities are hereby permitted to the extent consistent with tribal custom and practice. The Gaming Commission may prohibit and prevent any conduct which is claimed to be class I gaming if the Tribe finds that such conduct is not in accordance with tribal customs or practices or violates IGRA or other applicable law.

5.1.2 Class II and Class III Gaming. Class II and class III gaming on Tribal Lands is hereby authorized, provided the Tribe has the sole proprietary interest in and responsibility for the conduct of any gaming enterprise, or to the extent the Tribe may contract with and license a person or entity to own, operate or manage the enterprise pursuant to the provisions of IGRA or as otherwise permitted by law. Nothing herein shall prohibit the Tribe from engaging the services of non-tribal persons as employees thereof or engaging any person or entity to assist the Tribe in the management of a gaming activity pursuant to a management agreement entered into under the provisions of IGRA. Class III gaming shall be conducted in accordance with the Compact, or any alternative thereto as provided by IGRA.

## Section 6. Gaming Revenues.

6.1 Tribal Property. Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all revenues generated from any class II or class III gaming activity are the property of the Tribe. Any profits or net revenues from gaming activities shall be deposited into the Tribe's general treasury. Once becoming part



shall be made to the Gaming Commission, and such shall be the exclusive remedy for patron complaints. Complaints shall be submitted in writing and, at the discretion of the Gaming Commission, the petitioner may be allowed to present evidence. The Gaming Commission will render a decision in a timely fashion and all such decisions will be final when issued. Any patron having a claim against the gaming establishment or a management contractor or its employees must submit such claim to the Gaming Commission within thirty (30) days of its occurrence. All claims by patrons shall be limited to a maximum recovery of \$10,000 per occurrence, and a cumulative limit of \$20,000 per patron in any twelve (12) month period.

#### **Section 8. Audits.**

**Annual Audits.** Annual outside auditing by a recognized independent accounting firm shall be conducted of each gaming activity and the results thereof reported to the Tribal Members and, to the extent required by law, the Bureau of Indian Affairs and the National Indian Gaming Commission ("NIGC") or another entity.

#### **Section 9. Audit Requirements.**

All contracts for supplies, services, or concessions for a contract amount in excess of \$25,000 annually (except contracts for professional legal or accounting services) relating to class II or class III gaming on Tribal Lands shall be subject to independent audits, and such contracts shall so specify.

#### **Section 10. Licenses.**

**10.1 Licensing Requirements.** It is the declared policy of the Tribe that all gaming activities be licensed and controlled so as to protect the morals, good order and welfare of tribal members and other persons on Tribal Lands and to preserve the honesty, fairness and integrity of such gaming activities. Accordingly, no person shall engage in any class II or class III Gaming Activities on Tribal Lands without an appropriate and valid independent class II or class III license which meets the standards set forth in this Gaming Act, IGRA, and those established under the Compact, and which license is issued by the Gaming Commission. Any gaming license, or finding of suitability or approval, which is issued by the Gaming Commission, shall be deemed a privilege subject to suspension or revocation. No license shall be issued that would place the Tribe in violation of an applicable law or the Compact.

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

a crime, or engaged in any activity, which the Gaming Commission, in its sole discretion, deems would render such person a danger to the safety or integrity of the Gaming Activities or the safety or property of the Tribe, any tribal member, gaming employee, patron or the public.

**10.5.3 Facility Licenses.** Any tribal gaming facility shall be inspected, licensed, certified and monitored under the provisions of this Gaming Act, IGRA, and the Compact.

**10.5.4 Vendor Licenses.** Vendors, suppliers, and other entities doing business with the gaming enterprise shall be required to obtain a license from the Gaming Commission under the process established in the Sauk-Suiattle Gaming License Regulations and Background Investigation Procedures. Vendor licenses shall meet all requirements of tribal and federal laws and regulations and the Compact.

**10.6 License Renewal.** All Class A and Class B licenses shall be subject to renewal at least every two years, and more frequently if so required by the Gaming Commission, other applicable law, or the Compact. Such licenses may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have tended to disqualify such person for such a license.

**10.7 Temporary Licenses.** Pending completion of an investigation for a license, temporary licenses of no more than ninety (90) days duration may be issued by the Gaming Commission if, in its sole discretion, it deems it appropriate to do so. Such licenses shall permit the licensee to engage in such activities and pursuant to such terms and conditions as may be specified by the Gaming Commission. Such temporary licenses shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or until an established expiration date, whichever occurs first.

**10.8 License Investigations.** The Gaming Commission may employ all reasonable means, including engaging outside services and investigators, and convening hearings, to acquire the information necessary to determine whether or not a license should be issued. Applicants shall also agree to release all information necessary in order for the Gaming Commission to achieve its goals under this section and to furnish such information to the Gaming Commission, the NIGC or other federal agency, or such other agency as may be required by law or the Compact.

**10.9 License Fees.** Unless specifically waived in advance by the Gaming Commission, all persons applying for a class A or B license shall be required to pay all applicable license fees and costs when due, including a reasonable deposit for costs incurred in obtaining information in connection with the license application. Estimates of licensing costs shall be provided to applicants within a reasonable period of time after a request is made. Unless otherwise provided for in advance, all fees and costs must be received by the Gaming Commission prior to issuance of the license.

10.12.1.6 A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

10.12.1.7 Name and address of any licensing or regulatory agency with which the person has ever filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

10.12.1.8 For each felony for which there is an on-going prosecution or a conviction: the charge, the name and address of the court involved, and the date and disposition, if any, of the case;

10.12.1.9 For each misdemeanor conviction or on-going misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application: the name and address of the court involved, and the date and disposition, if any, of the case;

10.12.1.10 For each criminal charge (excluding minor traffic charges), whether or not there is or was a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed above pursuant to subsections 10.12.1.8 or 10.12.1.9 above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;

10.12.1.11 Name and address of any licensing or regulatory agency (federal, tribal, state, local or foreign) with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

10.12.1.12 Current photograph;

10.12.1.13 Any other information the Tribe or Gaming Commission deems relevant; and

10.12.1.14 Fingerprints consistent with procedures adopted by the Gaming Commission according to 25 C.F.R. § 522.2(h).

10.12.2 The Gaming Commission shall conduct or cause to be conducted an investigation sufficient to make a determination of eligibility as required under this Gaming Act. In conducting the background investigation, the Gaming Commission and its agents shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

10.13 Eligibility Determination. The Gaming Commission shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding

concerning the eligibility of a key employee or primary management official for employment in a gaming operation. If the Gaming Commission determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, that person shall not be employed by the gaming facility in a key employee or primary management official position or in any other position for which a class A license is required, unless otherwise specifically approved by the Gaming Commission.

**10.14 Forwarding Licensing Applications and Reports to NIGC.**

10.14.1 Unless otherwise provided by the NIGC, on or before the date any key employee or primary management official is employed by a Gaming Enterprise authorized under this Gaming Act, the Gaming Commission shall forward to the NIGC the person's completed application for employment containing the information required above under section 10.12.1 of this Gaming Act.

10.14.2 Prior to issuing a license to a primary management official or key employee, the Gaming Commission shall forward to the NIGC, together with a copy of the eligibility determination made under subsection 10.13 above, an investigative report on each background investigation. The investigative report on each background investigation shall be forwarded to the NIGC within sixty (60) days after the employee begins work, or within sixty (60) days of the approval of this Gaming Act by the NIGC. The Gaming Enterprise shall not employ or continue to employ any person as a key employee or primary management official who does not have a license within ninety (90) days of beginning work.

The investigative report shall include the following information:

10.14.2.1 Steps taken in conducting a background investigation;

10.14.2.2 Results obtained;

10.14.2.3 Conclusions reached; and

10.14.2.4 The bases for those conclusions.

10.14.3 The Tribe shall provide to the NIGC or other agency as required, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to key employees and primary management officials, the Gaming Commission shall retain applications for employment and reports (if any) of background investigations for inspection by the NIGC for no less than three (3) years from the date of termination of employment.



10.14.4 If a license is not issued to an applicant, the Gaming Commission shall notify the NIGC and may forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.

10.15 Granting a Gaming License.

10.15.1 If, within a thirty (30) day period after the NIGC receives a report as required under subsection 10.14 above, the NIGC notifies the Tribe that it has no objection to the issuance of a license pursuant to the license application filed for a key employee or primary management official for whom the Tribe has provided an application and investigative report, the Gaming Commission may issue the license.

10.15.2 The Gaming Commission shall provide any additional information requested by the NIGC concerning a key employee or primary management official who is the subject of a report as required under this subsection. An NIGC request for additional information shall suspend the thirty (30) day period established under subsection 10.15.1 above until the NIGC receives the additional information.

10.15.3 If, within the thirty (30) day period established under subsection 10.15.1 above, the NIGC provides a statement itemizing objections to issuance of a license to a key employee or primary management official, the Gaming Commission shall reconsider the application, taking into account such objections. The Gaming Commission retains the right to make the final determination whether to issue the license to such applicant.

10.16 License Suspension.

10.16.1 If, after issuance of a gaming license, the Tribe receives reliable information from the NIGC or other reliable source indicating that a key employee or a primary management official is not eligible for employment under the eligibility criteria established in section 10 above, the Gaming Commission shall suspend the license and shall notify the licensee in writing of the license suspension and proposed revocation.

10.16.2 The Gaming Commission shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.

10.16.3 After the revocation hearing, the Gaming Commission shall determine whether to revoke or to reinstate the gaming license. For actions taken in response to information provided by the NIGC, the Gaming Commission shall notify the NIGC of its decision.

11.2.2 Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice, and sign a statement that contains the notice regarding false statements.

**Section 12. Class III Gaming: Tribal-State Compacts.**

In addition to the provisions set forth above, no class III gaming shall be engaged in on Tribal Lands unless a Gaming Compact has first been obtained in accordance with the IGRA. All negotiations for such compacts shall be conducted through the Chairperson of the Tribe, with the advice and suggestion of the Gaming Commission, and shall be finalized only upon the majority vote of the tribal membership after consideration of the terms of such Gaming Compact. In the event the Tribe approves a Gaming Compact, the provisions of such Gaming Compact, once approved under IGRA, shall govern over the provisions herein, to the extent the Gaming Compact is inconsistent herewith.

**Section 13. Interest in Management Contracts by Tribal Officials.**

No elected official of the Tribe, including the Gaming Commission or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for, any management agreement entered into pursuant to IGRA, nor shall such elected official serve on the board of directors or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation, or 10% or more of the beneficial interest in any partnership, trust, or other entity, in any such corporation, partnership, trust or other entity, having a financial interest in, or management responsibility for, such contract.

**Section 14. Service of Process.**

The Tribe designates as its agent for the service of any official determination, order, or notice of violation, the Chairperson of the Tribe.

**Section 15. Tribal Gaming Corporation.**

Nothing in this Gaming Act shall prevent the Tribe from delegating the authority to conduct gaming to one or more tribal corporations, so long as the tribal gaming enterprises to which such authority is delegated agree to meet all requirements established under this Gaming Act.