



January 17, 2025

***VIA EMAIL***

Richard J. Peterson, President  
Central Council of Tlingit and Haida Indian Tribes of Alaska  
P.O. Box 25500  
Juneau, AK 99802

**Re: Central Council of Tlingit and Haida Indian Tribes of Alaska Gaming Ordinance Amendment**

Dear President Peterson:

This letter responds to your request, dated October 25, 2024 and received on October 29, 2024, for the National Indian Gaming Commission (NIGC) Chair to review and approve the Central Council of Tlingit and Haida Indian Tribes of Alaska's (Tribe) amended gaming ordinance (Ordinance). The Ordinance was approved by the Tribe's Executive Council on October 25, 2024.

The Ordinance is site-specific and authorizes gaming on an allotment issued pursuant to the Alaska Native Allotment Act (Jimmie George Allotment or Property). After careful review and for the reasons set forth below, I have determined that the Ordinance complies with the Indian Gaming Regulatory Act (IGRA) and the NIGC regulations, and I hereby approve the Ordinance. In coming to this decision, I considered the Tribe's October 25, 2024 submission which included, among other things, an Indian lands analysis with associated exhibits dated September 20, 2024.

**Indian Land Opinion:**

**Background**

*The Central Council of the Tlingit and Haida Indian Tribe of Alaska*

The Tribe is a federally recognized Indian tribe, headquartered in Juneau, Alaska, with more than 37,000 tribal citizens. The Tribal government consists of a Tribal Assembly, composed of 122 elected delegates, who are elected bi-annually by the Tribe's twenty-one (21)

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community councils, located in Southeast Alaska, Anchorage, Alaska, Seattle, Washington, and San Francisco, California.<sup>1</sup> When the Tribal Assembly is not in session, an Executive Council governs the Tribe. Under Article VII(1)(o) of the Tribe's Constitution, the governing body of the Tribe has the governmental authority to enact resolutions, regulations, and statutes to safeguard and promote the peace, health, safety, and general welfare of the Tribe in conformance with applicable tribal or federal law.<sup>2</sup>

### *The Jimmie George Allotment*

The Jimmie George Allotment is located on Douglass Island, in Juneau, Alaska within the traditional territory of the Tlingit people.<sup>3</sup> The Property is part of, and located entirely within, a larger 220-acre allotment held by allottee members of the Tribe. The tribal member allottees acquired the larger 220-acre allotment from the United States in 2003 in an exchange for other restricted fee property that was issued to Jimmie A. George, Sr. pursuant to the Alaska Native Allotment Act (ANAA). The Bureau of Indian Affairs (BIA) Regional Director, Alaska Region, certified that the larger 220-acre allotment is subject to a restriction against alienation and taxation.<sup>4</sup> The Jimmie George Allotment consists of approximately twenty (20) acres of restricted fee lands that are leased to the Tribe for a renewable term of twenty-five (25) years under a lease approved by the BIA.<sup>5</sup> In the lease, the 20-acre allotment is referred to as the "Heirs of Jimmie George Lease Parcel" (Lease). As of September 20, 2024, the 20-acre Property leased by the Tribe was largely undeveloped and had no physical address or separate tract number.<sup>6</sup>

### *The Lease*

The Lease is a business lease between the heirs of Jimmie George as Lessor and the Tribe as Lessee. According to the Lease, "the leased premises shall be used by the [Tribe] for governmental administration, programs, services, regulatory functions, the promotion of tribal cultural heritage and economic development, including but not limited to the construction and operation of a native-style lodge with a restaurant and gift shop, bingo, dining and entertainment

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<sup>1</sup> Indian Lands Opinion, Madeline Soboloeff Levy, General Counsel, Central Council of Tlingit & Haida Indian Tribes of Alaska (Tribe) (Sept. 20, 2024), p.4. (September 2024 Submission)

<sup>2</sup> Constitution of the Central Council of Tlingit and Haida Indian Tribes of Alaska, Art. VII(1)(o).

<sup>3</sup> In a 1959 decision, the United States Court of Claims determined that at the time of the purchase of Alaska from Russia in 1867, the Tlingit and Haida Indians exclusively used and occupied a significant and defined area of southeastern Alaska, including the present-day Juneau area, and that they did so to the exclusion of others. *Tlingit & Haida Indians v. United States*, 147 Ct. Cl. 315, 177 F. Supp. 452, 457-58 (1959).

<sup>4</sup> September 2024 Submission, Exhibit B George Family Restricted Deed No. 225.

<sup>5</sup> September 2024 Submission, p. 8.

<sup>6</sup> The BIA-assigned number for the 220-acre allotment of which the Property is a part is AA-80630; the BIA has not assigned a separate tract number for the Property.

that includes cultural performances and music, and the operation of governmental facilities and Business Enterprises under the governmental authority of the [Tribe].”<sup>7</sup>

The initial Lease term is twenty-five (25) years from June 29, 2015, the date the Lease was approved by the Alaska Regional Director. The Tribe has an option to extend the Lease for another twenty-five (25) year period provided it is not in violation of the Lease and a \$25,000.00 payment is made during the last five years of the initial Lease term.<sup>8</sup> “Lessors acknowledge and agree that the leased premises and the activities thereon, are subject to the laws, jurisdiction and governmental power and authority of the [Tribe] and the United States.”<sup>9</sup>

*Indian Gaming Regulatory Act*

The Tribe is an “Indian tribe” within the meaning of the IGRA. It is included on the list of “Alaska Native entities recognized and eligible to receive services” published by the Department of Interior (DOI) on December 11, 2024.<sup>10</sup>

The IGRA applies to gaming on Indian lands.<sup>11</sup> IGRA defines the term “Indian lands” as:

(A) all lands within the limits of any Indian reservation; and

(B) *any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power.*<sup>12</sup>

To satisfy IGRA’s definition of “Indian lands,” the Tribe must show that the Jimmie George Allotment is subject to a restriction against alienation *and* that the Tribe exercises governmental power over it. Before addressing whether the Tribe has met these requirements, it is important to understand how M-37079<sup>13</sup> informs the analysis of the question of whether the Property constitutes “Indian lands” under the IGRA.

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<sup>7</sup> See Exhibit A to September 2024 Submission, Business Lease Between Heirs of Jimmie A. George, Sr., and the Central Council of Tlingit & Haida Indian Tribes of Alaska. (Lease)

<sup>8</sup> Lease, Art. 4.

<sup>9</sup> Lease, Art. 3.D.

<sup>10</sup> Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs, 89 Fed. Reg. 99899, 99902 (Dec. 11, 2024).

<sup>11</sup> 25 U.S.C. § 2710(a)(2) (“Any class II gaming on Indian lands shall continue to be within the jurisdiction of the Indian tribes, but shall be subject to the provisions of this chapter”).

<sup>12</sup> 25 U.S.C. § 2703(4) (emphasis supplied). The regulations at 25 C.F.R. § 502.12 are consistent with this language.

<sup>13</sup> *Partial Withdrawal of Solicitor’s Opinion M-36975, “Governmental Jurisdiction of Alaska Native Villages Over Land and Nonmembers”, and Clarification of Tribal Jurisdiction Over Alaska Native Allotments*, Office of Solicitor, Dep’t of Interior, Op., M-37079, (Feb. 1, 2024) (Opinion M-37079).

## Opinions of the Solicitor<sup>14</sup>

Opinion M-37079 addressed whether, and to what extent, federally recognized Indian tribes in Alaska can assert jurisdiction over Alaska Native allotments.<sup>15</sup> It concluded that “Native Allotments are subject to the same legal principles governing allotments in the lower 48 states.”<sup>16</sup> Consistent with these principles, “tribes in Alaska are presumed to have jurisdiction over Native allotments, subject only to the two exceptions identified by the Department for off-reservation allotments: (1) when the Native Allotment is owned by a non-tribal member; or (2) when the Native Allotment is geographically removed from the tribal community.”<sup>17</sup> Under Opinion M-37079, tribal jurisdiction exists unless either exception applies.<sup>18</sup> The term “tribal community” refers to either the area surrounding a tribe’s headquarters or village, or the lands customarily and traditionally used by tribal members for hunting, fishing, gathering, and other subsistence activities.<sup>19</sup>

Opinion M-37079 concerns only the portions of Opinion M-36975<sup>20</sup> addressing the existence or extent of tribal jurisdiction over Native Allotments and withdrew those portions because they are “unpersuasive on the merits and cannot be reconciled with subsequent case law and administrative developments.”<sup>21</sup> Opinion M-36975 is a lengthy opinion – 133 pages – addressing several different issues related to the nature and extent of governmental powers a Native village can exercise after the Alaska Native Claims Settlement Act.<sup>22</sup> Opinion M-37079 reached a contrary conclusion on the issue of tribal jurisdiction over Native Allotments based on subsequent case law and administrative developments.

M-37079 explained that Indian Tribes in the lower 48 have long been presumed to have jurisdiction over Indian country, including allotments, based on “foundational principles of law applicable to tribes.”<sup>23</sup> It analyzed in detail the plain language of the ANAA and the General Allotment Act (GAA), and rejected the conclusion made in M-36975 that Native Allotments are

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<sup>14</sup> Although the NIGC, as an independent regulatory body, is not bound by the M-Opinions issued by the Solicitor, the NIGC may adopt these opinions.

<sup>15</sup> “Native Allotment[s]” and “ANAA Allotment[s],” refer to allotments issued pursuant to the Alaska Native Allotment Act.

<sup>16</sup> Opinion M-37079 at 2.

<sup>17</sup> Opinion M-37079 at 2-3.

<sup>18</sup> *Id.*

<sup>19</sup> *Id.* at 2, n. 10.

<sup>20</sup> *Governmental Jurisdiction of Alaska Native Villages Over Land and Nonmembers*, Office of Solicitor, Dept of Interior Op., M-36975 (Jan. 11, 1993) (Opinion M-36975). Also known as the Sansonetti Opinion.

<sup>21</sup> Opinion M-37079 at 2.

<sup>22</sup> Opinion M-36975 at 1.

<sup>23</sup> Opinion M-37079 at 18.

Indian country, but not subject to territorial jurisdiction finding three errors in the analysis that supported this conclusion,<sup>24</sup> including:

The interpretation of the ANAA is not based on the statutory text but on a misreading of the ANAA, GAA, and homestead allotment acts.

The analysis relies on the mistaken premise that tribal jurisdiction over off-reservation allotments depends on past or current reservation status.

The analysis cannot be reconciled with subsequent congressional enactments, including the 1994 amendment to the Indian Reorganization Act (IRA) prohibiting the United States from treating tribes differently absent an act of Congress, and the 2022 Violence Against Women Reauthorization Act.<sup>25</sup>

These errors are discussed extensively in Opinion M-37079 and that discussion is not repeated here. Since the issuance of Opinion M-37079, Native Allotments are subject to the same legal principles governing public-domain allotments in the lower 48 states, which supports a presumption of tribal jurisdiction over such allotments. The legal test announced in Opinion M-36975 is no longer the appropriate legal standard for the NIGC to apply when evaluating whether an Alaska Indian Tribe has jurisdiction over a Native Allotment.

Indian tribes in Alaska can exercise tribal jurisdiction over ANAA Allotments where (a) their tribal members own the ANAA Allotment and continue to maintain a political relationship with the tribe and (b) the ANAA Allotment is in close geographic proximity to the tribal community.

### **Indian Lands Under IGRA<sup>26</sup>**

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<sup>24</sup> Opinion M-37079 at 5.

<sup>25</sup> *Id.*

<sup>26</sup> The NIGC Chair previously disapproved the Tribe's site-specific ordinance for the same Property which was upheld by the Commission on appeal. *See In the matter of: Appeal of Chairman's August 19, 2020 Disapproval of Amendment to Gaming Ordinance of the Central Council of the Tlingit and Haida Indian Tribes of Alaska*, Final Decision and Order (Feb. 25, 2021). (Commission Decision). Although the Commission did not solely rely on the Sansonetti Opinion in making its decision, its analysis was consistent with the Sansonetti Opinion. The Commission found the Property is an Indian allotment, the Indian titles to which have not been extinguished, under the definition of Indian Country in 18 U.S. Code § 1151(c). *Id.* at p. 8. After finding the Property qualifies as Indian country, the Commission sought to determine whether Congress intended for the Tribe to exercise jurisdiction over the Property. *Id.* Opinion M-37079 reached a contrary conclusion from the Sansonetti Opinion on the issue of tribal jurisdiction over Native Allotments based on subsequent case law and administrative developments. Opinion M-37079 found tribes in Alaska are presumed to have jurisdiction over Native Allotments. Opinion M-37079 at 2. The presumption of jurisdiction subject only to two exceptions: (1) whether the Native Allotment is owned by a non-tribal member; or (2) when the Native Allotment is geographically removed from the tribal community. *Id.* Because the Property is a Native Allotment, according to Opinion M-37079, the Tribe's jurisdiction over the Property is presumed and such presumption can only be rebutted if one of the two exceptions applies. Opinion M-37079's presumed jurisdiction

### *Jurisdiction over Jimmie George Allotment*

To satisfy IGRA’s definition of “Indian lands,” the Tribe must show that the Jimmie George Allotment is subject to a restriction against alienation *and* that the Tribe exercises governmental power over it. Congress has defined “Indian country” as including “all Indian allotments, the Indian titles to which have not been extinguished.”<sup>27</sup> The Jimmie George Allotment is “Indian country” within the meaning of 18 U.S.C. § 1151(c).<sup>28</sup> The Property is held in restricted fee by members of the Tribe and the Tribe has thus met the first requirement. The Jimmie George Allotment is located less than 12 miles from the Tribe’s headquarters on lands customarily and traditionally used by tribal members.<sup>29</sup> Accordingly, the presumption in favor of tribal jurisdiction over the Jimmie George Allotment is met because the Jimmie George Allotment is owned by tribal members and is not geographically removed from the tribal community.<sup>30</sup>

To exercise governmental power over a Native Allotment, the Tribe must first possess jurisdiction. Based upon the fact that the allotment is owned by members of the Tribe, and is within the Tribe’s traditional territory and is less than 12 miles from the Tribe’s headquarters, the Tribe has met this criterion.<sup>31</sup> The question of exercising governmental power is a different question and is analyzed below.

### *Exercise of Governmental Power*

Case law is limited on the question of whether a tribe “exercises governmental power” within the meaning of IGRA. Federal courts “that have considered the question have held that exercising governmental power requires a showing of both theoretical power to exercise jurisdiction over the property and proof of actual exercise of that authority.”<sup>32</sup> In *Massachusetts v. Wampanoag Tribe of Gay Head*, the First Circuit held that a tribe which had passed ordinances and entered into agreements with state and local governments for the provision of law enforcement and firefighting services exercised governmental power sufficiently within the

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finding rendered the jurisdictional analysis completed by the NIGC in the *Commission Decision* moot; therefore, the NIGC reconsiders its previous site-specific ordinance disapproval in view of Opinion M-37079.

<sup>27</sup> 18 U.S.C. § 1151(c).

<sup>28</sup> Though the 18 U.S.C. § 1151(c) definition directly applies to criminal jurisdiction, the courts apply it to questions of civil jurisdiction as well. *Alaska v. Native Village of Venetie Tribal Gov’t.*, 522 U.S. 520, 527 (1998).

<sup>29</sup> September 2024 Submission, p. 15.

<sup>30</sup> See e.g., NIGC, Gaming By the Big Sandy Rancheria on the McCabe Allotment at 2 (Sept. 6, 2006) (recognizing tribal jurisdiction over allotment located 12 miles from the Big Sandy Rancheria); Mem. from Robert T. Anderson, Assoc. Solic., Indian Affs., to Dir., Indian Gaming Mgmt. Staff (Sept. 25, 1996) (recognizing tribal jurisdiction over allotment located 12 miles from the Quinault reservation).

<sup>31</sup> *Rhode Island v. Narragansett Indian Tribe*, 19 F.3d 685 at 701-703 (1st Cir. 1993) (IGRA requires a threshold showing by tribe that it possesses jurisdiction over the lands to satisfy the Act’s “having jurisdiction” prong).

<sup>32</sup> *Club One Casino, Inc. v. Bernhardt*, 959 F.3d 1142, 1150 (2020).

meaning of IGRA.<sup>33</sup> The NIGC has not promulgated a definition of the meaning of “exercise of governmental power,” but rather analyzes this question on a case by case basis, considering all the circumstances.<sup>34</sup> In this circumstance, the Tribe’s submission contains substantial evidence showing that it exercises governmental power within the meaning of IGRA.

The Tribe has fourteen active titles of statutory law, addressing the formation of corporations under tribal law, child welfare, child support establishment and enforcement, enrollment, and land and natural resources, among other areas.<sup>35</sup> The United States has had a Self-Governance Compact with the Tribe for 29 years.<sup>36</sup> The Self-Governance Compact authorizes the Tribe to assume all programs, functions, services, and activities formerly carried out by the BIA Southeast Agency Office. In 2021, for example, the Tribe administered housing development, social services, job placement, road maintenance, responsibility for programs including housing development, social services, natural resources, forestry, agriculture, real estate services, probate, environmental quality, and other activities.<sup>37</sup> The Annual Funding Agreement between the Tribe and the United States was amended in 2022, 2023, and again in 2024 to reflect annual funding and any changes in the program and activities the Tribe is authorized to handle.<sup>38</sup> The Self Governance Compact and the Annual Funding Agreements reflect “full-fledged self-governance” and show “that the Tribe exercises more than enough governmental power to satisfy the second prong of the statutory test.”<sup>39</sup>

The Tribe has a Public Safety Department, which oversees nine Village Public Safety Officers who serve as first responders to public safety emergencies throughout southeast Alaska.<sup>40</sup> In August 2024, the Tribe declared a disaster relating to extensive flooding of the Mendenhall River caused by a glacial outburst, which occurred when water dammed by a glacier suddenly gave way, releasing water downstream. Floodwaters exceeded major flood stage, flooding streets, inundating homes, and displacing residents. The Tribe issued a disaster declaration and, in collaboration with the State of Alaska, sought federal disaster relief.<sup>41</sup> The Tribe’s public safety capacity and willingness to respond to aid both tribal and non-tribal

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<sup>33</sup> *Massachusetts v. Wampanoag Tribe of Gay Head*, 853 F.3d 618, 625-26 (1st Cir. 2017).

<sup>34</sup> *National Indian Gaming Commission: Definitions under the Indian Gaming Regulatory Act*, 57 Fed. Reg. 12382, 12388 (1992).

<sup>35</sup> September 2024 Submission, p. 5.

<sup>36</sup> September 2024 Submission, p. 7. *See also* Compact of Self-Governance Between the Central Council of the Tlingit and Haida Indian Tribes of Alaska and the United States of America, Sep. 18, 1995.

<sup>37</sup> Annual Funding Agreement for CY 2021 between Central Council of the Tlingit and Haida Indian Tribes of Alaska and the United States of America dated Feb. 2, 2021.

<sup>38</sup> *See* Amendment #5, Annual Funding Agreement for CY 2021 between Central Council of the Tlingit and Haida Indian Tribes of Alaska and the United States of America dated Jul. 24, 2024.

<sup>39</sup> *MA v. Gay Head*, 853 F.3d 618, 626, *supra*, citing *Rhode Island v. Narragansett Indian Tribe*, 19 F.3d 685, 703, 1994 U.S. App. LEXIS 5487, \*58-59.

<sup>40</sup> September 2024 Submission, p. 21.

<sup>41</sup> *See* Request for Presidential Disaster Declaration Central Council Tlingit & Haida Indian Tribes of Alaska Request Cover Letter for Major Disaster Declaration, Sep. 18, 2024. (Request Letter) *See also*, City and Borough of Juneau Press release dated September 20, 2024

citizenry is well documented and recognized by the State of Alaska and the City and Borough of Juneau (CBJ) in the 2024 Glacial Dam Outburst Flooding, and in other public safety emergencies.<sup>42</sup>

On December 24, 2024, the Tribe provided a copy of a November 21, 2024 Memorandum of Agreement (MOA) between the Tribe and the CBJ covering “public safety matters, including law enforcement, search and rescue, emergency response, and disaster response that benefit the shared citizenry that both Parties serve.”<sup>43</sup> The 2024 MOA supplements a 2017 agreement, which outlines a variety of areas for mutual aid and cooperation between the two governments, including Criminal Law, Fire/EMT, Health and Safety, Zoning and Land Use, Sovereign Immunity, etc.<sup>44</sup> As the First Circuit noted in the 2017 *Gay Head Wampanoag* decision, Indian Tribes that have entered into agreements with state and local governments for the provision of law enforcement and firefighting services exercised governmental power sufficiently within the meaning of IGRA.<sup>45</sup> Here, the Tribe has provided additional information pertaining to the Jimmie George Allotment specifically, eliminating any question about the exercise of governmental power under the circumstances.

The Tribe managed the land exchange that resulted in the acquisition of the allotment, and executed key documents on behalf of the allottees, including the Agreement to Initiate a Land Exchange with the USDA Forest Service.<sup>46</sup> The December 2000 Environmental Assessment for the land exchange contains several references to the Tribe’s representation and principal role as the lead government agency and prime sponsor of the transaction.<sup>47</sup> The Tribe has defended the Jimmie George Allotment against the assertion of municipal jurisdiction in various instances. In 2007, the CBJ reached out to the Tribe, as representatives of the Property owners through the Tribe’s Self Governance Compact, to express concern that the dog sled business was operating without a CBJ business license and the structures on the Property had been built without CBJ permitting. The Tribe, through the Native Lands & Resources representative, met with CBJ and a

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<sup>42</sup> For example, in the 2020 COVID pandemic the Tribe played a pivotal role in protecting tribal and non-tribal citizens by establishing a comprehensive response plan that included distributing personal protective equipment, deploying COVID-19 testing and vaccination sites, and supporting access to critical healthcare in remote areas. During the 2020 Haines Landslide, the Tribe provided dewatering equipment to restore the Haines Airport, provided heavy machinery for debris removal, and contributed sheltering resources to displaced residents including both tribal and non-tribal citizens. When the 2023 Wrangell Landslide occurred, claiming lives and destroying homes, the Tribe provided technical assistance and facilitated emergency communication, supported displaced residents, and assisted in coordinating recovery efforts. Request Letter at p. 2.

<sup>43</sup> Memorandum of Agreement Between the City & Borough of Juneau and the Central Council of Tlingit & Haida Indian Tribes of Alaska Supplemental MOA Re: Public Safety and Emergency Response (Nov. 21, 2024).

<sup>44</sup> Letter of Intent Between the City & Borough of Juneau and the Central Council of Tlingit & Haida Indian Tribes of Alaska (Jun. 5, 2017).

<sup>45</sup> *Massachusetts v. Wampanoag Tribe of Gay Head*, 853 F.3d 618, 625-26 (1st Cir. 2017).

<sup>46</sup> See September 2024 Submission, p. 21, n. 124. (“In 1997, the USDA Forest Service and Allottees, represented by Tlingit & Haida, signed an agreement to initiate a land exchange.”). See also Exhibit F, Affidavit of John Brower, pars. 10-12.

<sup>47</sup> See September 2024 Submission, Exhibit E, 2000 Environmental Assessment on Property Exchange.



representative of the George family, to communicate that the municipality did not have jurisdiction to regulate activity and conduct on the allotment. The CBJ has not sought to regulate the dog sled operation since then.<sup>48</sup>

More recently, the Tribe defended against the assertion of municipal authority over the Tribe's seasonal retail fireworks sales on the Jimmie George Allotment. The Tribe initiated a retail fireworks business and, thereafter, the CBJ proposed municipal ordinances, which if applied would have shut down the Tribe's operation. The Tribe engaged with the CBJ and, ultimately, the final ordinance contained an affirmative recognition of tribal sovereignty, exempting tribal governments from obtaining municipal permit for the sale of fireworks.<sup>49</sup>

The Tribe has undertaken significant steps towards preparing the Property for gaming and non-gaming economic development purposes, including enacting a gaming ordinance and seeking approval of the gaming ordinance by the NIGC Chair, entering into contracts for development and construction activities on the Property, initiating development on the Property, and facilitating the Environmental Assessment completed in 2014 regarding the Property. All development activities on the Property are subject to the control and supervision of Tribe and its governmental agencies.<sup>50</sup>

As shown above and in the Tribe's September 2024 Submission, supplemented on December 24, 2024, the Tribe exercises more than enough governmental power to satisfy the second prong of the statutory test. Accordingly, the Tribe has shown that it has both jurisdiction and exercises governmental power over the Jimmie George Allotment.

## Conclusion

Based upon the foregoing analysis, the statutory language of IGRA, NIGC regulations, case law, and the Solicitor's M-Opinion, the Jimmie George Allotment, which is held in restricted fee, constitutes Indian lands eligible for gaming by the Tribe.

Thank you for bringing the Gaming Ordinance to our attention and for providing us with a copy. The Ordinance is approved as it is consistent with IGRA and NIGC regulations. If you have any questions concerning this letter or the ordinance review process, please contact Staff Attorney Danielle Wu at [danielle.wu@nigc.gov](mailto:danielle.wu@nigc.gov).

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<sup>48</sup> See September 2024 Submission, p. 23.

<sup>49</sup> See September 2024 Submission, p. 24. *See also* Ordinance Regulating Fireworks, §36.80.040 Sale of fireworks. (a) Prohibition. "The sale of fireworks, display of fireworks for sale, offer to sell, or possess with intent to sell fireworks is prohibited . . . A government vendor, including a federally recognized tribal government, is exempt from the permit requirement."

<sup>50</sup> September 2024 Submission, p. 25.

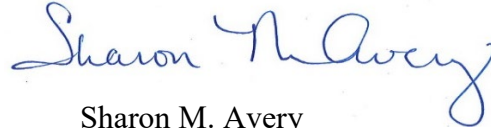
Letter to President Peterson

Re: Central Council of Tlingit and Haida Indian Tribes of Alaska Gaming Ordinance  
Amendment

January 17, 2025

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Sincerely,

A handwritten signature in blue ink that reads "Sharon M. Avery". The signature is fluid and cursive, with the first name "Sharon" and last name "Avery" being more prominent than the middle initial "M".

Sharon M. Avery  
Acting Chairwoman



CENTRAL COUNCIL  
*Tlingit and Haida Indian Tribes of Alaska*  
Office of the President • Edward K. Thomas Building  
9097 Glacier Highway • Juneau, Alaska 99801

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Executive Council of the Central Council  
TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 24-117

Title: Authorization to Adopt Technical Amendments to Title 24

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 37,000 citizens; and

WHEREAS, under Article X of the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS, Tlingit & Haida has previously adopted Title 24 – Gaming Ordinance; and

WHEREAS, Tlingit & Haida now wishes to adopt a technical amendment to those amendments to Title 24 adopted on September 20, 2024; and

WHEREAS, Tlingit & Haida authorizes Holland & Knight to contact the National Indian Gaming Commission on Tlingit & Haida's behalf regarding this Ordinance submission and any questions, concerns, technical assistance;

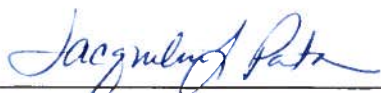
NOW THEREFORE BE IT RESOLVED, the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby adopts the proposed technical amendments to Title 24.

ADOPTED this 25<sup>th</sup> day of October 2024, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

**CERTIFY**

  
\_\_\_\_\_  
President Richard J. Peterson

**ATTEST**

  
\_\_\_\_\_  
Tribal Secretary Jacqueline L. Pata

## **TITLE 24 – GAMING ORDINANCE**

### **Sec.24.01.001 Title**

This Ordinance shall be known as the Gaming Ordinance (hereinafter the "Ordinance") of the Central Council of Tlingit and Haida Indian Tribes of Alaska (hereinafter the "Tribe").

### **Sec.24.01.002 Authority**

This Ordinance is enacted pursuant to the inherent sovereign powers of the Tribe, which are recognized in the Act of June 19, 1935 (49 Stat. 388), as amended by the Act of August 19, 1965 (79 Stat. 543), as amended by the Act of November 2, 1994 (108 Stat. 4791), and the Constitution of the Central Council of Tlingit and Haida Indian Tribes of Alaska, as amended.

### **Sec.24.01.003 Purposes**

The purposes of this Ordinance are to:

- A. Establish the legal and regulatory framework for the regulation, control, and licensing for the operation of all gaming activities within the jurisdiction of the Tribe.
- B. Establish the Tlingit and Haida Tribal Gaming Commission, a quasi-judicial body which shall have the power and authority to adjudicate all appeals from the actions and decisions of the Tlingit and Haida Tribal Gaming Agency, which Tribal Gaming Commission is comprised of one Commissioner and such other staff as may be necessary.
- C. Establish the Tlingit and Haida Tribal Gaming Agency (hereinafter the "Tribal Gaming Agency") and to create the position of Tribal Gaming Agency Director (hereinafter "TGA Director") to supervise, direct, and lead the Tribal Gaming Agency, which shall serve as the primary regulator of the Tribe's gaming activities, and which shall have the power and authority to:
  - 1. License the Tribe's gaming facilities, employees, vendors, and financiers;
  - 2. Monitor and regulate all gaming activities conducted within the jurisdiction and authority of the Tribe;
  - 3. Adopt and implement such rules and regulations as may be necessary to carry out the purposes of this Act;
  - 4. Conduct investigations and sanction violations of the gaming laws and regulations of the Tribe;
  - 5. Conduct hearings; and

6. Establish a schedule of fees and monetary penalties.
- D. Ensure that the Tribe's gaming activities are conducted fairly and honestly and in a manner that remains free from corrupt, incompetent, unconscionable, and dishonest persons and practices.
- E. Ensure that the Tribe's gaming laws are fairly enforced against all persons involved in gaming activities within the jurisdiction of the Tribe.
- F. Authorize the conduct of Class I, II, and III gaming activities, provided that no Class III gaming activities shall be conducted by the Tribe or any of its entities, agencies, or instrumentalities except pursuant to a tribal-state gaming compact duly approved by the Secretary of the Interior or gaming procedures issued by the Secretary of the Interior.

**Sec.24.01.004 Definitions**

For purposes of this Ordinance, certain words shall have the meanings specified in this Section. Words used in the singular include the plural, and words used in the plural include the singular. Words used in the masculine gender include the feminine and words used in the feminine gender include the masculine. The following definitions shall apply to gaming and other activities conducted under this Ordinance:

- A. "Tribal Gaming Agency" means the Tlingit and Haida Tribal Gaming Agency.
- B. "Class I Gaming" means all forms of gaming defined as Class I in 25 U.S.C. § 2703(6).
- C. "Class II Gaming" means all forms of gaming defined as Class II in 25 U.S.C. §2703(7).
- D. "Class III Gaming" means all forms of gaming defined as Class III in 25 U.S.C. §2703(8).
- E. "Commissioner" means the head of the Tlingit and Haida Tribal Gaming Commission.
- F. "Executive Council" means the Executive Council of the Central Council of the Tlingit and Haida Indian Tribes of Alaska.
- G. "Gaming Vendor" means any person or entity that:
  1. Manufactures, sells, or supplies gaming-related goods, including gaming equipment, or services for gaming activities and operations at the Tribe's gaming facilities, including accounting services, but excluding certified public accountants or attorneys and their firms to the extent that they are providing services covered by their professional licenses;
  2. Provides any other goods and services related to the Tribe's gaming operation(s);

3. Provides development and/or construction services in relation to a gaming facility of the Tribe licensed or required to be licensed pursuant to this Code; or
4. Is engaged by the Tribe under a Management Contract.

H. "IGRA" means the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 *et seq.*

I. "Indian Lands" means Township 41 South, Range 66 East, Section 24, S½NE¼, N½SE¼, E½SW¼SE¼, and SE¼SE¼, Copper River Meridian, Alaska.

J. "Key Employee" means a person who performs one or more of the following functions:

1. Bingo caller;
2. Counting room supervisor;
3. Chief of security;
4. Floor manager;
5. Pit boss;
6. Dealer;
7. Croupier;
8. Approver of credit; or
9. Custodian of gaming systems as defined in 25 C.F.R. § 547.2 and similar class III systems, gaming cash or gaming cash equivalents, gaming supplies or gaming system records; and
10. Custodian of surveillance systems or surveillance system records; and
11. Any gaming operation employee authorized by the gaming operation for unescorted access to secured gaming areas designated as secured gaming areas by the Tribal Gaming Agency; and
12. If not otherwise licensed as a key employee or primary management official, the four persons most highly compensated by the Tribal gaming operation; and
13. Any other person designated by the Tribe as a key employee.

- K. "Management Contract" means any contract, subcontract, or collateral agreement, that provides for the management of all or part of the Tribes gaming operations, that is between the Tribe and a contractor or between a contractor and a subcontractor, and which has been approved pursuant to 25 U.S.C. § 2710(d)(9) and 2711.
- L. "Management Contractor" means a natural person or entity that has entered into a Management Contract with the Tribe, which has been approved pursuant to 25 U.S.C. §§ 2710(d)(9) and 2711.
- M. "Net Revenue" means the gross gaming revenue of a gaming operation of the Tribe less amounts paid out as, or paid for, prizes and total gaming-related operating expenses, excluding management fees.
- N. "NIGC" means the National Indian Gaming Commission.
- O. "Non-Gaming Vendor" means any person or entity who provides services or goods to a gaming facility of the Tribe that are not directly related to or used in connection with gaming activities of the Tribe or the handling, processing, and/or accounting of cash or cash equivalents from gaming activities of the Tribe. Non-Gaming Vendors are vendors who provide goods or services that are not directly associated with the conduct of gaming activities of the Tribe or who do not interact with gaming systems of the Tribe, such as gaming accounting systems, back of house systems, or ticket redemption systems, among others. Examples of non-gaming goods and services include, but are not limited to, providers of: uniforms or laundry services; food, beverages and goods; cleaning supplies and services; general purpose equipment or items such as light bulbs, vacuum cleaners, and decorations; and entertainment services.
- P. "Ordinance" or "Gaming Ordinance" means Title 24 of the Central Council of Tlingit and Haida Indian Tribes of Alaska Code, as it may, from time to time, be amended or the Title renumbered.
- Q. "Primary Management Official" means
1. The person(s) having management responsibility for a Management Contract;
  2. Any person who has authority to hire and fire employees or set up working policy for the gaming operation(s);
  3. The chief financial officer or other person who has financial management responsibility for the gaming operation(s); or
  4. The general manager or a position with duties similar to a general manager; or
  5. Any other person designated by the Tribe as a Primary Management Official.

- R. “Principal” means with respect to any Gaming Vendor, its sole proprietor or any partner, trustee, beneficiary, or shareholder holding fifteen percent (15%) or more of its beneficial or controlling ownership, or any officer, director, Primary Management Official including its chief financial officer or other person who has financial management responsibility as an employee or under contract or Key Employee thereof; and with respect to any Management Contractor, any person or entity having a direct financial interest in, or management responsibility for the Management Contract, including any officer of a corporation, any individual who serves on the board of directors of a corporation, any shareholder who directly or indirectly owns five (5%) percent or more of the issued and outstanding stock of the corporation, all general partners in a partnership, and all managers of a limited liability company.
- S. “Secretary” means the Secretary of the Department of the Interior.
- T. “Tlingit and Haida Tribal Gaming Commission” or “Tribal Gaming Commission” means the quasi-judicial body established to adjudicate all appeals arising from actions or decisions of the Tribal Gaming Agency.
- U. “Tlingit and Haida Tribal Gaming Agency” or “Tribal Gaming Agency” means the administrative department of the Tribe responsible for the day-to-day regulation of the Tribe’s gaming operation(s), including the issuance of all gaming licenses and the authority to enforce compliance with this Ordinance and all applicable federal laws relating to gaming.
- V. “Tribal Gaming Agency Director” or “TGA Director” means the head of the Tribal Gaming Agency charged with overall supervisory and administrative responsibility for directing the Tribe’s gaming licensing program; for monitoring compliance with the IGRA; and for general enforcement of this Ordinance and all regulations issued in relation hereto.
- W. “Tribe” means the Central Council of Tlingit and Haida Indian Tribes of Alaska.

**Sec. 24.01.005      Ownership of Gaming**

The Tribe shall have sole proprietary interest and responsibility for the conduct of any gaming activities authorized by this Ordinance, provided that the Tribe may enter into a Management Contract for the operation of all or part of its gaming activities in compliance with all requirements of the IGRA and implementing regulations pertaining to Management Contracts.

**Sec. 24.01.006      Use of Gaming Revenues**

- A. Net Revenue shall be used only for the following purposes:
1. To fund tribal government operations and 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; or
  5. To help fund operations of local government agencies.
- B. All Net Revenues received by the Tribe from all gaming operations shall be utilized according to applicable Tribal laws and in accordance with the IGRA and its regulations. Net revenues shall not be distributed as per capita payment to any Tribal citizen or group of the Tribe.

**Sec.24.01.007          Audits**

- A. The Tribal Gaming Agency shall cause to be conducted annually an independent financial audit of gaming operations and shall submit the resulting audit report(s) to the National Indian Gaming Commission.
- B. The Tribal Gaming Agency shall cause to be performed annually Agreed-Upon Procedures and shall submit the resulting reports to the National Indian Gaming Commission.
- C. All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the annual independent audit.

**Sec.24.01.008          Protection of the Environment and Public Health and Safety**

The gaming facilities of the Tribe shall be constructed, maintained, and operated in a manner that adequately protects the environment and the public health and safety. The Tribal Gaming Agency shall be responsible for verifying that the gaming facilities of the Tribe are subject to all applicable health and safety inspections and operate in accordance with policies and procedures designed to safeguard the health, well-being, and safety of guests and employees of the gaming facility of the Tribe.

**Sec.24.01.009          Gaming Facility License Required**

The Tribe shall issue a separate license to each place, facility, or location on Indian Lands where gaming is conducted under this Ordinance. Every gaming facility shall display in a prominent place a current and valid license for that location.

**Sec.24.01.010          Designation of Agent for Service of Process**

The Director of the Tribal Gaming Agency is hereby designated as agent for service of any official federal government determination, order, or notice of violation of this Ordinance or of IGRA.

**Sec.24.01.011          Jurisdiction of the Tribe Over Gaming Activities**

As a sovereign entity, the Tribe possesses and exercises its governmental authority, powers, and

jurisdiction and to the fullest extent permitted under law over all of its Indian Lands, including over all gaming activities and gaming operations and other activities conducted within its Indian Lands, subject to the authority of the United States where and as specified under pertinent federal law.

#### **Sec.24.01.012 Management Contracts**

- A. No Management Contract may be executed by or on behalf of the Tribe with any third party unless authorized by a duly adopted resolution of the Executive Council and in full compliance with all applicable provisions of the IGRA, particularly, 25 U.S.C. Section 2711 and regulations issued pursuant thereto.
- B. A background investigation must be completed by the Tribal Gaming Agency or its designee for each person or entity having a direct financial interest in, or management responsibility for a Management Contract and, in the case of a corporation, for each individual who serves on the board of directors, each officer, and each shareholder who directly or indirectly owns five (5%) percent or more of the issued and outstanding stock of the corporation. In the case of a management company, background investigations shall be conducted for direct or indirect owners of 5% or more of the equity interests in the management company. In the case of a partnership (general or limited), background investigations shall be conducted on all general partners, regardless of size of equity ownership. In the case of a limited liability company, background investigations shall be conducted on all managers, regardless of size or equity ownership.

#### **Sec.24.01.013 Severability**

The provisions of this Ordinance are severable and if any part or provision hereof shall be held void by a court of competent jurisdiction, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

#### **Sec.24.01.014 Gaming License Applications**

##### **A. Application Forms**

- 1. Each person or entity holding a Management Contract with the Tribe, each Primary Management Official, and each Key Employee shall complete an application for an initial license or renewal of an existing gaming license for each gaming facility.
- 2. No license shall be issued under this Ordinance except upon a sworn application filed with the Tribal Gaming Agency in such form as may be prescribed by the Tribal Gaming Agency and containing all of the mandatory information required for the license. Such form shall require agreement by the licensee to abide by all requirements and restrictions in the license, this Ordinance, and all applicable laws, rules, and regulations, and provide notice of the consent to jurisdiction of the Tribe and its governmental agencies and courts.

3. The following notices shall be placed on the application form for a Key Employee or a Primary Management Official before that form is filled out by an applicant:

- a. *In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission (NIGC) members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by the Tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with the Tribe or its gaming operation. Failure to consent to the disclosures indicated in this notice will result in the Tribe being unable to license you for a primary management official or key employee position.*

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

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

## **B. Minimum Application Information Required**

The Tribal Gaming Agency shall require from each Primary Management Official and each Key Employee all of the following information as part of their license application:

1. Full name, all other names used (oral or written) including any aliases by which applicant has ever been known, and social security number(s);
2. Birth date, place of birth, citizenship, gender, all languages known (signed, spoken or written);
3. Currently and for the previous 5 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers;
4. The names and current addresses of at least three personal references, including one

personal reference who was acquainted with the applicant during each period of residence during the previous 5 years;

5. Current business and residence telephone numbers;
6. Military service history;
7. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
8. A description of any existing and previous business relationships with the gaming industry generally, including ownership interest in those businesses;
9. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
10. A description of any disciplinary charges filed by any state or tribal regulatory authority, whether or not discipline was imposed.
11. 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;
12. 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;
13. For each criminal arrest, charge, or proceeding (excluding minor traffic charges), whether or not there is a conviction, identification of the criminal arrest, charge, or proceeding, the name and address of the court involved, and the date and disposition;
14. 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;
15. A current photograph;
16. Fingerprints consistent with procedures adopted by the Tribal Gaming Agency according to 25 C.F.R. § 522.2(g); and
17. Any other information the Tribal Gaming Agency deems relevant.

**Sec. 24.01.015 Background Investigations**

**A. Background Investigations.** The Tribal Gaming Agency shall conduct, or cause to be

conducted, a background investigation of the Principal(s) of Management Contractors and Gaming Vendors, and each applicant for a position who is designated as a Key Employee or Primary Management Official, sufficient to meet the eligibility standard set forth in this Ordinance. The Tribal Gaming Agency shall ensure that all records and information obtained as a result of an applicant's background investigation shall remain confidential. The identity of individuals interviewed, in addition to the applicant, as part of the background investigations shall also be kept confidential. The background investigation conducted by the Tribal Gaming Agency must include the following actions:

1. Verification of the applicant's identity and the information submitted by the applicant on the license application;
2. Contacts with the applicant's personal and business references;
3. A civil, criminal, public records, and credit history check; and
4. Forwarding the applicant's fingerprint card to the NIGC to be processed by the Federal Bureau of Investigation's National Criminal Information Center. The Tribal Gaming Agency may submit an applicant's fingerprint card to any additional tribal, local, or state criminal history check system as the Tribal Gaming Agency deems necessary or appropriate. Reports obtained from such fingerprint processing shall be incorporated into the applicant's application file.
5. The Tribal Gaming Agency by regulation may conduct such additional investigative activities as it may deem appropriate.
6. The Tribal Gaming Agency may issue a notice to a license applicant for an interview or hearing at any time during the investigation to secure any additional information it may require in determining the applicant's suitability for a license.

#### **B. Investigative Report.**

The Tribal Gaming Agency shall create and maintain an investigative report pursuant to 25 C.F.R. Part 556 of the NIGC's regulations. An investigative report shall include all of the following:

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

### **C. Eligibility Determination**

1. The Tribal Gaming Agency shall determine whether each license applicant is a person of good character, honesty, and integrity.
2. With respect to each license applicant, the Tribal Gaming Agency shall review his or her prior activities, criminal records, if any, and reputation, habits, and associations to make a finding concerning the eligibility of such person for a gaming license as a Key Employee or Primary Management Official in the gaming operation(s) of the Tribe. If the Tribal Gaming Agency determines that licensing of the applicant poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental to the conduct of gaming, the Tribal Gaming Agency shall not license that person in a Key Employee or Primary Management Official position.

### **D. Notice of Results.**

The Tribal Gaming Agency shall submit a notice of results of an applicant's background investigation to the NIGC no later than sixty (60) days after an employee begins work. The notice of results shall contain:

1. The applicant's name, date of birth, and social security number;
2. The date on which the applicant began or will begin work as a Key Employee or Primary Management Official;
3. A copy of the eligibility determination; and
4. A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
  - a. Licenses that have previously been denied;
  - b. Gaming licenses that have been revoked, even if subsequently reinstated;
  - c. Every known criminal charge brought against the applicant within the last ten (10) years of the date of application; and
  - d. Every felony of which the applicant has been convicted or any ongoing prosecution.

### **E. Records Retention.**

With respect to Key Employees and Primary Management Officials, the Tribal Gaming

Agency shall retain the following for no less than three (3) years from the date of termination of employment:

1. Complete application files, including all background information;
2. Investigative reports; and
3. Eligibility determinations for inspection by the NIGC Chair for no less than three (3) years from the date of termination of employment.

**Sec.24.01.016            Issuance of Licenses; Adverse Licensing Actions**

**A. Issuance of Licenses**

1. Once the Tribal Gaming Agency has submitted a complete notice of results to the NIGC, the Tribal Gaming Agency may issue the license to the applicant, provided that no license shall be issued for an applicant who:
  - a. Is not a person of good character, honesty, and integrity;
  - b. Is not found by the Tribal Gaming Agency to be suitable for employment under the criteria set forth in this Ordinance;
  - c. Has had, or who is in privity with anyone who has had, a gaming license revoked for cause in any jurisdiction;
  - d. Is delinquent in the payment of any obligation owed to the Tribe or Tribal Gaming Agency pursuant to this Ordinance or a Management Contract; and/or
  - e. Has failed to comply with the IGRA, regulations of the NIGC, this Ordinance, or regulation that the Tribe or Tribal Gaming Agency has or may adopt.
2. Upon issuance of the license, the Tribal Gaming Agency shall notify the NIGC of such issuance within thirty (30) days. When a Primary Management Official or Key Employee is employed by the Tribe, a complete application file, containing all of the information listed in Section 24.01.014(B), shall be maintained.
3. If, within a thirty (30) day period after the NIGC receives a complete notice of results, the NIGC requests additional information or provides the Tribal Gaming Agency with a statement itemizing objections to the issuance of a license to the subject of the notice of results, the Tribal Gaming Agency shall respond to the NIGC's request and/or reconsider the application, taking into account the objections itemized by the NIGC. The Tribal Gaming Agency shall make the final decision whether to issue a license to such applicant. If the Tribal Gaming Agency

has issued a license to a Key Employee or Primary Management Official before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the licensee.

4. The gaming operation shall not employ as a Key Employee or Primary Management Official a person who does not have a license after ninety (90) days of beginning work.
5. If a license is not issued to an applicant, the Tribal Gaming Agency shall notify the NIGC and shall forward copies of its eligibility determination and notice of results to the NIGC for inclusion in the Indian Gaming Individuals Records System.

#### **B. Revocation or Suspension of License.**

1. Any license granted pursuant to this Ordinance, except as may otherwise be specifically provided herein, may be suspended or revoked for any cause which may have prevented its issuance, or for violation by the licensee, or any officer, director, agent, member or employee of the licensee, or for violation of any regulations adopted by the Tribal Gaming Agency, or for conviction of a crime of moral turpitude or a felony. Such suspension or revocation may occur only after notice to the licensee and an opportunity for a hearing and only upon evidence determined adequate by the Tribal Gaming Agency.
2. If, after the issuance of a permanent gaming license, the Tribal Gaming Agency receives notice from the NIGC that the NIGC is in possession of reliable information indicating that a licensee is not suitable for employment, the Tribal Gaming Agency shall immediately suspend such license and provide the licensee with written notice of suspension and proposed revocation.
  - a. The Tribal Gaming Agency shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
  - b. After a revocation hearing, the Tribal Gaming Agency shall decide to revoke or to reinstate a gaming license. The Tribal Gaming Agency shall notify the NIGC of its decision within forty-five (45) days of receiving notice from the NIGC regarding the licensee's eligibility.
  - c. The right to a revocation hearing vests only when a license is granted under this Ordinance.
3. If the Tribal Gaming Agency revokes the license of a key employee or a primary management official under this provision, the Tribal Gaming Agency shall notify the NIGC of its decision and shall forward copies of its license revocation decision to the NIGC for inclusion in the Indian Gaming Individuals Records System.



### **C. Adverse Licensing Action Procedures**

1. The Tribal Gaming Agency shall issue notice to an applicant or licensee of the Tribal Gaming Agency's preliminary decision to deny an application for a license or to suspend, revoke, limit, modify, restrict, condition, or cancel the licensee's gaming license, which notice shall inform the licensee of the basis for the Tribal Gaming Agency's preliminary decision and of all due process rights available to the applicant or licensee.
2. The Tribal Gaming Agency's decision to limit, modify, restrict, condition, or cancel a license shall not be deemed an adverse action requiring a hearing and shall not be appealable except upon a showing, supported by substantial evidence, that such decision was the result of bias, prejudice, or other wrongful purpose; provided that the Tribal Gaming Agency may, in its discretion, accord a licensee an opportunity to show cause why the license should not be limited, modified, restricted, conditioned, or cancelled. The Tribal Gaming Agency may, in its sole discretion, grant an oral hearing or require a written submission. The Tribal Gaming Agency's denial of a hearing upon an allegation of bias, prejudice, or other wrongful purpose and proffer of evidence to such effect shall be appealable to the Commission.
3. Unless otherwise provided in this Ordinance, an applicant or licensee, as appropriate, shall, upon written petition, be entitled to a hearing before the Tribal Gaming Agency prior to denial of an application or the revocation or suspension of a license.
4. To invoke the right to a hearing, the applicant or licensee must submit a written petition for hearing to the Tribal Gaming Agency within ten (10) days from the date of service or delivery of the Tribal Gaming Agency's notice of proposed denial, suspension, or revocation.
5. An applicant or licensee subject to a notice of adverse action shall be entitled to be represented by an attorney and must be present and participate in the proceeding.
6. If the applicant or licensee fails to invoke the right to a hearing within ten (10) days from the date the Tribal Gaming Agency's notice of proposed denial, suspension, or revocation is delivered to or served upon the applicant or licensee, such inaction shall operate as a waiver of the right of appeal, in which case, the Tribal Gaming Agency's preliminary decision shall be entered as a final order not subject to further appeal.
7. If the applicant or licensee invokes the right to a hearing, the Tribal Gaming Agency shall set a date for such hearing to take place within sixty (60) days unless extended by mutual consent of the Tribal Gaming Agency and the respondent.
8. If, after such hearing, the Tribal Gaming Agency renders a final adverse

determination with regard to a gaming license, the applicant or licensee may appeal the decision to the Commission.

#### **Sec.24.01.017 Gaming Vendor Licenses**

##### **A. License Requirements and Scope.**

The Tribal Gaming Agency shall issue a license to each Gaming Vendor that qualifies for a license under this Ordinance. The license shall grant the applicant the revocable privilege of contracting with or entering into a financing arrangement or other business arrangement with the gaming operation.

##### **B. Application and Licensing Deadlines.**

Before a Gaming Vendor may contract or enter into any other business arrangement with the gaming operation, a completed application for a license shall be provided to the Tribal Gaming Agency by the applicant. The Tribal Gaming Agency shall conduct the background investigation and make the eligibility determination to determine whether or not to grant the license.

##### **C. Background Investigation.**

A background investigation for each prospective Gaming Vendor requiring a license shall be conducted by the Tribal Gaming Agency. The background investigation must include all of the following actions:

1. Verification of the applicant's identity and the information submitted by the applicant on the license application;
2. Contacts with the applicant's personal and business references;
3. A civil, criminal, and credit history check; and
4. A background investigation of all individuals who are a Principal, Key Employee, or Primary Management Official of the Gaming Vendor.

##### **D. Eligibility Determination.**

The Tribal Gaming Agency may deny the applicant a Gaming Vendor license if the Tribal Gaming Agency concludes the applicant:

1. Is not sufficiently stable and capitalized;
2. Is owned, operated, or managed by persons who fail to meet the suitability standards in this Ordinance; and/or

3. Has a history of performance failure or contentious business relationships.

#### **Sec.24.01.018 Registration for Non-Gaming Vendors**

##### **A. Registration.**

Every Non-Gaming Vendor providing goods or services to the gaming operation, other than a federally, state, or tribally regulated utility company, shall be subject to a requirement to register with the Tribal Gaming Agency and provide such information to the Tribal Gaming Agency as the Tribal Gaming Agency may by regulation require prior to contracting with or providing such goods and/or services to the gaming operation. The Director may, by regulation, require federally, state, or tribally regulated utility companies to register or be registered under this provision if he or she determines that there is a potential for criminal activity relating to the gaming operation contracting with such companies.

##### **B. Exemption.**

The Director may, by regulation, exempt certain Non-Gaming Vendors from this registration requirement where the contract amount is *de minimus*, or the potential for unlawful or criminal conduct is negligible.

#### **Sec.24.01.019 Tlingit and Haida Tribal Gaming Commission**

##### **A. Establishment and Purpose**

In order to regulate gaming on Indian lands, the Tlingit and Haida Tribal Gaming Commission is hereby established, and is delegated exclusive jurisdiction to adjudicate appeals of all final actions and decisions of the Tribal Gaming Agency. Adjudicatory decisions of the Tribal Gaming Commission shall be considered final and non-reviewable as provided under the laws of the Tribe. The Commission is vested with all necessary powers to:

1. Hear and adjudicate appeals by any person or entity aggrieved by an action or decision of the Tribal Gaming Agency;
2. Classify games or review game classification decisions of the Tribal Gaming Agency;
3. Resolve questions of interpretation in relation to this Ordinance and such regulations as may be promulgated hereunder;
4. Develop and apply standards, rules, and procedures governing the conduct of hearings before the Commission;
5. Issue advisory opinions interpreting this Ordinance or any rules or regulations

adopted pursuant hereto on request of the TGA;

6. Issue subpoenas, take testimony, and conduct hearings; and
7. Handle such other matters and conduct such other activities as are consistent with the power and authority delegated the Commission under this Ordinance.

#### **B. Composition.**

The Commission shall be comprised of a Commissioner, who shall be appointed by the Executive Council by a majority vote, and such staff as may be needed to carry out the responsibilities of the Commission. The Executive Council may appoint an alternate(s) who may act for the Commissioner in the event that the Commissioner is unavailable for any reason or in the event of a recusal by the Commissioner.

#### **C. Qualifications.**

Only persons who have reached the age of twenty-five (25) years and who meet the eligibility standard applicable to gaming licensees under this Ordinance shall be eligible for appointment as Commissioner or to serve as an alternate Commissioner. No person who has been convicted of any gambling or bribery offense or any felony is eligible for appointment to the Commission. Neither shall the Commissioner or any alternate have any financial interest in, or management responsibility for, any gaming activity governed by this Ordinance nor shall the Commissioner or any alternate participate in any gaming activity conducted pursuant to this Ordinance.

#### **D. Terms.**

The Commissioner shall be appointed to a term of four (4) years and may be reappointed at the discretion of the Executive Council. Upon expiration of the Commissioner's term, the Commissioner may continue to serve until his or her successor is appointed.

#### **E. Powers.**

The Executive Council delegates the following powers to the Commission, not to be removed, except by amendment of this Ordinance.

1. To secure, oversee, and protect the honesty, integrity, fairness, and security of the Tribe's gaming activities by adjudicating matters that come before it on appeal;
2. To adopt and submit to the Executive Council an annual operating budget as appropriate;
3. To adopt rules and procedures consistent with its delegated powers;
4. To issue subpoenas, take testimony, and conduct hearings;

5. To conduct hearings to review actions and decisions of the Tribal Gaming Agency in accordance with the Ordinance; and
6. To preside over appeals of actions or decisions of the Tribal Gaming Agency and reverse or make final a determination of suspension or revocation for cause issued by the Tribal Gaming Agency following a fair and impartial adjudication.

**F. Compensation.**

The Executive Council shall establish the Commissioner's rate of compensation, which may be based on an hourly fee for services arrangement, on a set salary schedule, or otherwise, but which, once established, shall not be diminished during his or her term in office. The Commissioner and any Commission staff shall be reimbursed for all actual expenses incurred on Commission business, including necessary expenses, subject to the approval of the Executive Council.

**G. Unavailability; Duty to Notify Executive Council.**

The Commissioner shall advise the Executive Council of any need for recusal in any matter or of any anticipated absence or unavailability for any period of time in excess of two weeks in which case the Executive Council shall notify or appoint an alternate to fulfill the duties of the Commissioner as soon as possible, but no later than thirty (30) days from the date of absence, unavailability or vacancy.

**H. Suspension.**

The Executive Council may suspend the Commissioner if he or she is charged with any felony, misdemeanor, or any gambling offense until such charges are resolved.

**I. Removal of Commissioner.**

1. The Commissioner may only be removed for cause by majority vote of the Executive Council for any one or more of the following reasons:
  - a. Failure to carry out the Commission's duties;
  - b. Excessive use of intoxicants or controlled substances;
  - c. Use of office for personal gain;
  - d. Violation of this Ordinance or other law or regulation of the Tribe or of IGRA; and/or
  - e. Any misconduct or gross neglect of duty reflecting adversely on the dignity and integrity of the Tribe or its government.

2. The Executive Council shall have the authority to remove the Commissioner for cause by a majority vote of its members in a special meeting duly called for the purpose of removing the Commissioner at which meeting the Commissioner shall be given fair opportunity to appear in person and present evidence in his or her defense for purpose of showing cause why he or she should not be removed.
3. The Commissioner shall immediately be removed by the Executive Council and the position deemed vacant if the Commissioner is:
  - a. Convicted by a court of law of any felony offense;
  - b. Convicted by a court of law for any misdemeanor offense involving dishonesty or untruthfulness; and/or
  - c. Found guilty of any gaming offense by any gaming jurisdiction.
4. Except for mandatory removals as provided above in Subsection 2 of this Section, in any removal process, a written notice of proposed removal shall be provided at least fourteen (14) days in advance of the date set by the Executive Council for the removal proceeding. Such notice shall set forth with particularity the bases for such proposed action with sufficient specificity as to permit the preparation of an answer to such allegations. A decision of removal by the Executive Council shall be final and non-appealable.

**J. Acting Commissioner.**

In the event of a suspension or removal of the Commissioner, the Executive Council shall notify or appoint an alternate Commissioner to serve as acting Commissioner until a successor is appointed and installed.

**K. Conflict of Interest.**

The Commissioner and staff shall refrain at all times from participating in any gaming activities at any gaming establishment under the Commission's authority and neither the Commissioner nor the staff shall handle any matter in which a petitioner or applicant or subject is a member of his or her immediate family or is an entity in which he or she or a member of his or her immediate family has a pecuniary interest. For purposes of this provision, immediate family shall include: spouse, child, sibling, parent, grandparent, and grandchildren, and such other person or persons with whom the Commissioner and/or staff member may have a close personal relationship.

**Sec.24.01.020 Tribal Gaming Agency**

**A. Establishment and Purpose.**

In order to provide for the comprehensive and effective regulation of the Tribe's gaming activities, there is hereby established the Tlingit and Haida Tribal Gaming Agency.

## **B. Duties and Authorities.**

The Tribal Gaming Agency shall:

1. Be charged with the responsibility of administering and enforcing the provisions of this Ordinance.
2. Secure, monitor, and safeguard the honesty, integrity, fairness and security of all tribal gaming operations.
3. Monitor and enforce compliance with all laws and regulations applicable to the Tribe's gaming activities.
4. Have the authority and responsibility for issuing regulations to implement all provisions of this Ordinance.
5. Adopt and submit to the Executive Council an annual proposed operating budget.
6. Submit to the Executive Council a quarterly report of the status of all its activities and gaming matters.
7. Develop licensing and background procedures applicable to the gaming operation.
8. Issue, renew, suspend, condition, and revoke licenses as appropriate and in accordance with the provisions of this Ordinance and basic principles of due process of law.
9. Obtain and process fingerprints and conduct background investigations according to requirements at least as stringent as those set forth in 25 C.F.R. Parts 556 and 558.
10. Forward complete employment applications and the results of background investigations to the NIGC.
11. Forward completed investigative reports on each background investigation to the NIGC prior to issuing a permanent license.
12. Review license applicant activities, criminal record, if any, and reputation, habits, and associations to make a finding of their eligibility for employment in and/or contracting with the gaming operation.
13. Conduct such audits as may be necessary for the proper control and financial oversight of gaming activities, including financial and operational audits.
14. Ensure that audits as required hereunder are conducted and transmit the reports to the NIGC.

15. Ensure that the Tribe's gaming facilities are constructed, maintained, and operated in a manner that adequately protects the environment and public health and safety.
16. Monitor gaming activities to ensure compliance with this Ordinance, the IGRA, and all other laws applicable to the Tribe's gaming activities, including rules and regulations issued there under.
17. Work with law enforcement and regulatory agencies as needed to carry out the Tribal Gaming Agency's duties and responsibilities.
18. Investigate possible violations of this Ordinance, the IGRA, and any other applicable laws pertaining to the Tribe's gaming activities, including rules and regulations issued thereunder and take appropriate enforcement actions.
19. Ensure compliance with the Tribe's internal control standards through oversight and enforcement.
20. Establish regulations, standards and procedures for the licensing of gaming and gaming-related vendors.
21. Develop registration processes and procedures for all Non-Gaming Vendors.
22. Carry out all duties and functions necessary to implement, carry-out and enforce the provisions of this Ordinance, including, but not limited, to the development of internal agency forms, schedules, guidance documents, policies and procedure.
23. Issue such orders and directives as may be necessary to ensure the Tribe's compliance with all applicable laws and regulations, including but not limited to notice of violations, orders to compel, and order to cure.
24. Conduct hearings pertaining to all matters arising under this ordinance, including without limitation, patron disputes, licensure matters, violations, sanctions and penalties.
25. Subject to the review and approval of the Executive Council, establish regulations to carry out the provisions contained in this Ordinance and other applicable laws and regulations pertaining to the conduct of gaming, including, without limit, the provisions of any lawful tribal-state gaming compact.

### **C. Tribal Gaming Agency Director.**

The Executive Council will appoint a Director of the Tribal Gaming Agency who shall direct the day-to-day activities of the Tribal Gaming Agency. The Director shall serve a term of four (4) years and may be reappointed at the discretion of the Executive Council. Upon expiration of the Director's term, the Director may continue to serve until his or her successor is appointed.



#### **D. Qualifications.**

Only persons who have reached the age of twenty-five (25) years and who meets the eligibility standard applicable to gaming licensees under this Ordinance shall be eligible for appointment as Director of the Tribal Gaming Agency. No person who has been convicted of any gambling or bribery offense or any felony is eligible for appointment to the Tribal Gaming Agency.

#### **E. Suspension.**

The Director may be suspended with or without pay, by the Executive Council, for up to ninety (90) days for any reason that could subject the Director to removal for cause as provided in this Ordinance.

#### **F. Removal for Cause.**

1. The Director may only be removed for cause by majority vote of the Executive Council for any one or more of the following reasons:
  - a. Failure to carry out the Tribal Gaming Agency's duties;
  - b. Excessive use of intoxicants or controlled substances;
  - c. Use of office for personal gain;
  - d. Violation of this Ordinance or other law or regulation of the Tribe or of IGRA; and/or
  - e. Any misconduct or gross neglect of duty reflecting adversely on the dignity and integrity of the Tribe or its government.
2. The Executive Council shall have the authority to remove the Director for cause by a majority vote of its members in a special meeting duly called for the purpose of removing the Director at which meeting the Director shall be given fair opportunity to appear in person and present evidence in his or her defense for purpose of showing cause why he or she should not be removed.
3. The Director shall immediately be removed by the Executive Council and the position deemed vacant if the Director is:
  - a. Convicted by a court of law of any felony offense;
  - b. Convicted by a court of law for any misdemeanor offense involving dishonesty or untruthfulness; and/or
  - c. Found guilty of any gaming offense by any gaming jurisdiction.

4. Except for mandatory removals as provided above in Subsection 3 of this Section,

in any removal process, a written notice of proposed removal shall be provided at least fourteen (14) days in advance of the date set by the Executive Council for the removal proceeding. Such notice shall set forth with particularity the bases for such proposed action with sufficient specificity as to permit the preparation of an answer to such allegations. A decision of removal by the Executive Council shall be final and non-appealable.

#### **G. Acting Director.**

In the event of a suspension or removal of the Director, the Executive Council shall notify or appoint an alternate Director to serve as acting Director until a successor is appointed and installed.

#### **H. Conflict of Interest.**

The Director of the Tribal Gaming Agency and staff shall refrain at all times from participating in any gaming activities at any gaming establishment under the Agency's authority and neither the Director nor the staff shall handle any matter in which an applicant or subject is a member of his or her immediate family or is an entity in which he or she or a member of his or her immediate family has a pecuniary interest. For purposes of this provision, immediate family shall include: spouse, child, sibling, parent, grandparent, and grandchildren, and such other person or persons with whom the Director and/or staff member may have a close personal relationship.

### **Sec.24.01.021 Hearings and Appeals**

#### **A. Request for Reconsideration.**

Any person or entity aggrieved by a decision made or action taken by the Tribal Gaming Agency may request a hearing for reconsideration by the Director of the Tribal Gaming Agency, which request shall be granted if accompanied by the filing fee established by the Tribal Gaming Agency.

1. Hearings for reconsideration may be conducted informally, provided that:
  - a. The Director or his or her designee shall be present and preside over the hearing;
  - b. The requestor shall be accorded the opportunity to be physically present at the hearing and, if so desired, accompanied by legal counsel at his or her own expense;
  - c. The requestor shall be permitted to present testimony and other relevant evidence, provided that it is not unduly redundant;
  - d. A record of the proceeding must be kept, including at a minimum the date and time of the hearing, the names of all persons present, a summary

description of the content of the proceeding. An audio or video recording of the proceeding shall be sufficient to meet this recording requirement; and

- e. The Director shall keep a copy of any documents submitted by the respondent as part of the administrative record.
2. Any person or entity having sought a request for reconsideration who fails to appear on the date and time set for hearing shall be deemed to have abandoned any and all objections to the TGA's action(s) or decision(s) and shall have no further right of appeal, except that upon a showing of good cause for such failure to appear, the Director may in his or her sole discretion grant a new hearing date, if a request for such relief in the view of the Director is made timely under the circumstances.
3. The Director or his or her designee shall issue a written decision specifying the reasons for his or her decision, which shall be delivered to the requestor by certified mail return receipt requested. The Director's final decision after reconsideration shall be made a permanent part of the administrative record.

#### **B. Appeals to Tribal Gaming Commission.**

Any person or entity aggrieved by a final decision by the Director of the Tribal Gaming Agency may appeal to the Tribal Gaming Commission for a hearing in accordance with this subsection:

1. The petition shall specifically set forth the reasons for the grievance and must be filed with the Commission no later than thirty (30) days after the decision or action being appealed.
2. If a hearing is granted and takes place, it shall be at a date, time, and place as set by the Commissioner and shall be on the record.
3. The Commission shall issue a written determination supporting or denying (in whole or in part) the appeal and setting out his or her basis for the decision.
4. In appeals before the Commission, review shall be limited to the record that was before the Commission at the time of the final decision or action appealed from. The Commission shall afford deference, as appropriate, to the expertise of the Tribal Gaming Agency, and shall not set aside, modify, or remand any action or decision of the Tribal Gaming Agency except upon a finding that such decision, action, or inaction was:
  - a. Arbitrary and capricious, an abuse of discretion, or otherwise not in accordance with law;
  - b. Contrary to tribal law or other applicable controlling law;
  - c. In excess of statutory jurisdiction, authority, or limitation or short of

statutory right;

- d. Without observance of procedure required by law; or
- e. Unsupported by a preponderance of the evidence in a case reviewed on the record.

**C. Final Decisions of the Tribal Gaming Commission.**

The decisions of the Tribal Gaming Commission shall be considered final and non-reviewable.

**Sec.24.01.022      Violations**

**A. Gaming License.**

No person shall operate or conduct any gaming activity in a gaming facility without a gaming license issued by the Tribal Gaming Agency, as required by this Ordinance.

**B. Falsifying or Omitting Information.**

No licensee or license applicant shall intentionally omit or provide false information in connection with any document or proceeding under this Ordinance.

**C. Accounting and Inspection.**

No Management Official shall fail to account fully for all monies received or collected in connection with Gaming activities.

**D. Cheating.**

No person shall engage in cheating in any Gaming activity.

**E. Possession of a Firearm.**

No person, other than a law enforcement officer duly authorized by the Tribe or invited by the Tribe to be on the premises, may enter or remain in a gaming facility while in the possession of a firearm.

**F. Violation of Any Provision, Rule, Regulation, or Order.**

No person shall violate any provision of this Ordinance, any order or regulation of the Tribal Gaming Agency, including any internal control procedure.

**G. Fraudulent Scheme or Techniques.**

No person playing in or conducting any Gaming activity authorized under this Ordinance

shall:

1. Use bogus or counterfeit cards, or substitutes or use any Game cards that have been tampered with;
2. Employ or have on one's person any cheating device to facilitate cheating in any Gaming activity;
3. Use any fraudulent scheme or technique, including when an operator or player of games of charitable gaming tickets directly or indirectly solicits, provides, or receives inside information of the status of the game for the benefit of either person; or
4. Knowingly cause, aid, abet, or conspire with another person or any person to violate any provision of this Ordinance or any regulation adopted pursuant to this Ordinance.

#### **H. Failure to Maintain Eligibility.**

It shall be a substantial violation for any licensee to fail or cease to meet the eligibility standards established by this Ordinance.

#### **I. Fraudulent Conduct.**

It shall be a substantial violation of this Ordinance for any person or entity to engage in any fraudulent conduct, which shall include:

1. Defrauding the Tribe, any licensee, or any participant in any gaming activity or promotion;
2. Providing information that is known or should have been known to be false or making any false statement with respect to an application for employment or for any gaming license or permit or in relation to any vendor registration program established by the Tribal Gaming Agency;
3. Claiming, collecting or taking or attempting to claim, collect or take money or anything of value in or from a gaming facility with intent to defraud; or claiming, collecting or taking an amount greater than the amount actually won in such game;
4. Providing information that is known or should have been known to be false or misleading or making any false or misleading statement to the Tribe, Tribal Gaming Agency, or other civil or criminal law enforcement agency of the Tribe in connection with any contract for services or property related to gaming;
5. Making any statement that was known or should have been known to be

false or misleading in response to any official inquiry by the Tribal Gaming Agency or other civil or criminal law enforcement agency of the Tribe;

6. Falsifying, destroying, erasing, or altering any books, computer data, records, or other information relating to gaming operations or a gaming facility;
7. Entering into any contract, or making payment on any contract for the delivery of goods or services to a gaming facility, when such contract fails to provide for or result in the delivery of goods or services of less than fair value for the payment made or contemplated;
8. Concealing, altering, defacing, or improperly destroying any records, documents, information, or materials of any kind, including but not limited to, photographs, audio recordings, or videotapes;
9. Offering or attempting to offer anything of value, to a licensee in an act that is an attempt to induce, or may be perceived as an attempt to induce, the licensee to act in a manner contrary to the official duties of the licensee; and
10. Acceptance by a licensee of anything of value with the expectation that the receipt of such thing of value is intended, or may be perceived as intended, to induce the licensee to act in a manner contrary to the official duties of the licensee.

**J. Unlawful Diversion of Tribal Gaming Revenue.**

It shall be a substantial violation of this Ordinance for any person or entity to divert gaming revenues for any purpose of any kind not authorized by the Tribe.

**K. Impeding a Tribal Investigation.**

It shall be a substantial violation of this Ordinance for any person or entity to impede a Tribal investigation.

**L. Improper Interference.**

It shall be a substantial violation of this Ordinance for any person or entity to engage in:

1. Acts or omissions that interfere with or prevent the Tribal Gaming Agency or Commission from fulfilling its duties and responsibilities under this Ordinance; or
2. Making any offer or any promise of consideration or thing of value for the purpose of affecting a decision or actions of the Tribal Gaming Agency or Commission.

#### **M. Failure to Comply With the Tribe's Gaming Regulations.**

It shall be a violation of this Ordinance for any person or entity subject to the jurisdiction of the Tribe to:

1. Handle cash in a manner inconsistent with the Tribe's regulations and/or internal control procedures;
2. Allow, assist in, or carry out the installation of gaming machines in a manner that is inconsistent with installation requirements established by the Tribal Gaming Agency;
3. Fail to adhere to the Tribe's gaming laws and regulations or promptly report to the Tribal Gaming Agency the presence on the floor of any gaming facility any gaming machine that is not properly licensed; or
4. Refuse to comply with any lawful order, directive, request, or demand of the Tribal Gaming Agency.

#### **N. Gaming Management.**

It shall be a violation of this Ordinance for any gaming manager, employee, or other responsible person or tribal official to:

1. Fail to keep appropriate books and records sufficient to substantiate the income and expenses and to verify the propriety of all expenditures and disbursements by any component of the gaming operation or activity;
2. Falsify any books or records related to any transaction connected with the holding, operating, or conducting of any gaming activity or gaming promotion;
3. Make any unauthorized payments or disbursements;
4. Convert for one's personal use any funds, property, or other assets of gaming operations;
5. Place unlicensed or unauthorized gaming equipment on the gaming floor or permit the play of unauthorized games;
6. Fail to report observed violations of this Ordinance to the Tribal Gaming Agency;
7. Fail to comply with any order or directive of the Tribal Gaming Agency;  
or
8. Fail or refuse to report any matter so required to be reported to the Tribal

Gaming Agency by this Ordinance.

**O. Discretion of Tribal Gaming Agency.**

Any person found to be in violation of any of the foregoing by the Tribal Gaming Agency may be permanently excluded from the gaming facility; have his or her license suspended or revoked; or be subject to such lesser sanction(s) as may be imposed by the Tribal Gaming Agency, including monetary sanctions. The Tribal Gaming Agency shall have the discretion to bring an enforcement action against any person or entity whose actions or inactions present an actual or imminent threat or danger to the public health and safety of the facility or its patrons or to the integrity of gaming. Actions taken by the Tribal Gaming Agency under this provision shall at all times be reasonable and prudent and the specific grounds for such action must be documented.

**Sec.24.01.023 Civil Sanctions**

**A. Enforcement.**

Any person, gaming vendor, or other entity that engages in activities subject to the provisions of this Ordinance or operates under a license issued under this Ordinance in violation of this Ordinance, regulations promulgated under this Ordinance, or any laws and regulations applicable to gaming activities shall be subject to the enforcement authority of the Tribal Gaming Agency.

**B. Standard of Reasonableness.**

A standard of reasonableness shall apply to the Tribal Gaming Agency in relation to the exercise of its authority to assess fines, penalties, and other sanctions, taking into account the seriousness of the violation, degree of culpability of the offending licensee, and other relevant factors. The Tribal Gaming Commission shall have authority to abate or set aside any fine, sanction, or penalty assessed by the Tribal Gaming Agency upon a finding that the assessment was excessive in relation to the offense or otherwise unreasonable under the circumstances.

**C. Trespass.**

Any person who unlawfully trespasses upon any premises licensed under this Ordinance may be permanently excluded from the premises and/or be subject to a civil suit by the Tribe.

**D. Enforcement Actions.**

The Tribal Gaming Agency, in its discretion, may take any or a combination of the following actions with respect to any person or entity who violates any provision of the Ordinance:



1. Impose a civil fine not to exceed the amount of \$50,000.00 for Primary Management Officials and \$25,000.00 for Key Employees for each violation, and if such violation is a continuing one, for each day of such violation.
2. Suspend, deny, or revoke any gaming or gaming-related license, including machine and vendor licenses.
3. Temporarily or permanently exclude, bar, or deny admission from or to the gaming facility provided that the sanction shall be commensurate with the seriousness of the violation.
4. Permanently remove a Non-Gaming Vendor from the registry, provided that such sanction shall be commensurate with the seriousness of the violation.

**E. Preliminary Determination.**

Whenever, upon preliminary factual finding, the Tribal Gaming Agency determines that any person or entity has failed to comply with the provisions of this Ordinance or any regulations promulgated hereunder, the Tribal Gaming Agency shall provide written notice to the affected person or entity explaining the alleged violation, the proposed action or sanction, and the steps needed for cure, if any. Such notice may be delivered in person or by letter to the last known address of the affected person or entity, and shall describe the procedures to be followed for appeal to the Tribal Gaming Commission. The subject of such notice shall have the opportunity to be heard and present evidence to the Tribal Gaming Agency.

**F. Jurisdiction.**

The Tribal Gaming Commission shall have exclusive jurisdiction over any and all decisions and actions of the Tribal Gaming Agency under this Ordinance, and shall have the authority to reverse, affirm, or modify any and all decisions and sanctions imposed by the Tribal Gaming Agency pursuant to this Ordinance. All decisions of the Tribal Gaming Commission under this Section shall be in writing and shall be considered final and non-reviewable.

**Sec.24.01.024 Patron Disputes:**

**A. Prize Claims.**

In the event of a dispute between a patron and the Tribe or the Management Contractor regarding the payment of a wager or distribution of winnings, the patron may make a claim against the Tribe or the Management Contractor by filing a written prize claim notice within forty-eight (48) hours of the event which is the basis of the prize claim. Failure to file the prize claim during such 48-hour period of time shall forever bar such prize claim. The Tribal Gaming Agency shall promptly review, investigate, and make a determination

regarding the prize claim. Any portion of the prize claim which remains unresolved after thirty (30) days from the date of filing shall be deemed denied if the Tribal Gaming Agency fails to notify the claimant in writing of its approval within such 30-day period.

**B. Other Claims.**

In the event of any alleged personal injury or property damage suffered within a gaming facility, a patron may make a claim against the Tribe or the Management Contractor by filing a claim with the Tribe or the Management Contractor within ten (10) calendar days from the date of the event which alleged caused the loss. The Tribe or the Management Contractor shall have up to thirty (30) days from the filing date to resolve the claim and notify the claimant in writing of its decision. Failure to notify the claimant of a decision within the specified 30-day period shall be deemed a denial of the claim. To appeal a decision, the claimant must file an appeal in the Tribal Gaming Agency no later than on the thirtieth (30<sup>th</sup>) day after the date on which the claim was denied.

**C. Sovereign Immunity.**

Nothing in this Section shall be deemed a waiver of the Tribe's sovereign immunity from unconsented suit.

**Sec.24.[reserved]**

**Amended:** February 23, 2024

AMENDED this 25<sup>th</sup> day of October 2024, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

**CERTIFY**

  
\_\_\_\_\_  
President Richard J. Peterson

**ATTEST**

  
\_\_\_\_\_  
Tribal Secretary Jacqueline L. Pata