National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-2009-10

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Tulalip (Tribe or Tribes), a federally-recognized Indian tribe, located in Tulalip, Washington, and the Chairman of the National Indian Gaming Commission (NIGC Chairman), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-2009-10

RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, National Indian Gaming Commission (NIGC) regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712. 25 U.S.C. § 2713(a)(1).

2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation (NOV) to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.

3. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-2009-10.

4. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

TERMS OF SETTLEMENT

5. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).

6. The Tribe agrees that it was required to submit a timely quarterly statement and fee payment to the NIGC for each quarter of 2008 for its gaming operation.

7. The Tribe agrees that the failure to submit a quarterly statement and fee payment for its gaming operation in a timely fashion is a violation of NIGC regulations.

8. The Tribe agrees the Tribe was late with the quarterly statement and fee payment for their gaming operation for the quarter ending June 30, 2008. The quarterly statement and fee payment was received July 14, 2008, 15 days late.

9. The Tribe agrees that the Tribe was late with the quarterly statement and fee payment for their gaming operation for the quarter ending December 31, 2008. The quarterly statement and fee payment was received January 23, 2009, 23 days late.

10. The NIGC agrees that from the quarter that ended March 31, 2009 forward, one quarterly statement and fee payment will be accepted by the NIGC for the one gaming operation.

11. The Tribe agrees that since the three facilities are operated as a single economic entity, the Tribe will, from the effective date of this settlement, make such changes as are necessary to effectuate the following, starting with the quarterly statement for the quarter ending March 31, 2009, re-submitting as is necessary.

(a) In accordance with Section 571.12 and 571.13, assure that all the audited financial statements requirements, inclusive of management letter and other required reports, are submitted on the economic entity, consolidated financial statements of the three (3) facilities, inclusive of consolidating schedules, are accurate, complete and filed timely on an annual basis; and

(b) In accordance with Section 514 Fees, assures that one (1) quarterly statement and fee payment is submitted that reports assessable gaming revenue.

12. The Tribe agrees to pay a civil fine of made $3,500.00 payable to the U.S. Treasury and delivered to the NIGC. $1,750.00 of the fine shall be due within thirty (30) days after the Effective Date of this Agreement.

13. The $1,750.00 will be suspended pending the following:

a. The suspended amount to be forgiven for timely submission of the quarterly statement and fees for the quarter ending June 30, 2009. If that statement is not submitted timely, i.e., on or before June 30, 2009, the remaining fine will come due within 30 days.

14. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in NOV-2009-10, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation or breach of this Agreement.

15. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577 and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

16. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.

17. The Tribe agrees that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).

18. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.

19. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.

20. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

The Tulalip Tribes

Melvin R Sheldon Jr

Melvin R, Sheldon, Jr.
Chairman

Date:

National Indian Gaming Commission

Philip N. Hogen,
Chairman

Date: