United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

AUG 17 1992

Honorable Dale Phillips
Chairman, Cocopah Tribe of Arizona
Bin G
Somerton, Arizona 85350

Dear Chairman Phillips:

On August 6, 1992, we received the Cocopah Indian Tribe and the State of Arizona Gaming Compact of 1992 for Class III gaming.

We have undertaken a substantive review of the Compact and the accompanying Appendices to insure compliance with the Indian Gaming Regulatory Act (IGRA) and conclude that it is in conformance with the IGRA. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the compact. The compact shall take effect when notice of our approval, pursuant to Section 11(d)(3)(B) of the IGRA, is published in the FEDERAL REGISTER.

Please be advised that although we have approved the Tribal Gaming Ordinance as required by Article VI, Section 1,B.(5) of the Cocopah Constitution, the Ordinance will have to be reviewed and approved by the Chairman of the National Indian Gaming Commission (NIGC) in the near future. On July 8, 1992, the NIGC's proposed regulations to govern the approval of Class II and Class III gaming ordinances were published in the FEDERAL REGISTER. Once the regulations become final and are in effect, we expect that the NIGC will request submission of existing ordinances for review and approval in accordance with the standards contained in the final regulations. It may be useful for the Tribe to review the NIGC proposed regulations to insure that the Tribe's Ordinance(s) are consistent with or do not otherwise conflict with NIGC requirements.

We wish the Tribe and the State success in this economic partnership.

Sincerely,

/S/ Eddie F. Brown

Assistant Secretary - Indian Affairs

Enclosures

Identical Letter to: Honorable Fife Symington
Governor of Arizona
Phoenix, Arizona 85007

bcc: Phoenix Area Office w/copy of approved compact
Superintendent, Fort Yuma Agency, w/copy of approved compact
National Indian Gaming Commission w/copy of approved compact
Penny Coleman, SOL
Regional Solicitor, Phoenix Field Office w/copy of approved compact
U.S. Attorney - State of Arizona w/copy of approved compact

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved tribal-state compact.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority has approved the Cocopah Indian Tribe and the State of Arizona Gaming Compact of 1992, executed on July 28, 1992.

DATES: This action is effective August 24, 1992.

ADDRESSES: Office of Tribal Services, Bureau of Indian Affairs, Department of the Interior, MS/MIB 4603, 1849 "C" Street, NW., Washington, DC 20240.

FOR FURTHER INFORMATION CONTACT: Chief, Division of Tribal Government Services, Bureau of Indian Affairs, Washington, DC 20240, (202) 208–7446.

Dated: August 17, 1992.

Eddie F. Brown,

Assistant Secretary—Indian Affairs.

[FR Doc. 92–20068 Filed 8–21–92; 8:45 am]

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RESOLUTION OF THE COCOPAH INDIAN TRIBE

OF SOMERTON, ARIZONA

RESOLUTION NUMBER CT-17-92

WHEREAS; The Cocopah Indian Tribe has operated a Gaming Facility on the Reservation since 1988, and

WHEREAS; The Indian Gaming Regulatory Act requires Tribes to negotiate a Gaming Compact with the Governor of the State in which their reservation is located, and

WHEREAS; The Cocopah Indian Tribe, through it's chairman has completed such a compact with the Governor of the State of Arizona which meets all of the requirements of the Indian Gaming Regulatory Act,

NOW THEREFORE THE COCOPAH TRIBAL COUNCIL, does hereby approve the Tribal-State Compact between the Cocopah Indian Tribe and the State of Arizona and the Council also ratifies the signing of the compact by the chairman, on their behalf, on July 28,1992.

********** CERTIFICATION **********

The foregoing Cocopah Tribal Resolution was approved at a duly called meeting of the Cocopah Tribal Council, with a quorum present, held on July 30, 1992 by a vote of 3 for, 0 against and 0 abstaining.

DALE PHILLIPS-CHAIRMAN

-Acting Secretary

COCOPAH INDIAN TRIBE

AND

THE STATE OF ARIZONA

GAMING COMPACT OF 1992

TRIBAL-STATE COMPACT BETWEEN THE COCOPAH INDIAN TRIBE AND THE STATE OF ARIZONA
July 1992

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TRIBAL-STATE COMPACT BETWEEN THE COCOPAH INDIAN TRIBE AND THE STATE OF ARIZONA
July 1992

THIS COMPACT is entered into pursuant to the Indian Gaming Regulatory Act of 1988 Pub. L. 100-497, codified at 25 U.S.C. §§ 2701 through 2721 and 18 U.S.C. §§ 1166 through 1168 (hereafter IGRA or the Act) by and between the Cocopah Indian Tribe, a federally-recognized Indian Tribe, possessed of all sovereign powers and rights thereto pertaining; and the State of Arizona, as a sovereign state of the United States, with all rights and powers thereto pertaining.

DECLARATION OF POLICY AND PURPOSE

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988, Pub. L. 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168 ("IGRA") providing for the omnibus regulation of gaming activities on Indian lands as defined therein; and

WHEREAS, the State of Arizona, by and through its Governor, the Hon. Fife Symington, and the Cocopah Indian Tribe, by and through its Chairman, the Hon. Dale Phillips, jointly recognize the legitimate governmental interests of the State of Arizona and the Cocopah Indian Tribe with regard to the conduct of class III gaming activities and related matters, as defined in IGRA, upon and within Indian lands within the State of Arizona; and

WHEREAS, it is the mutual desire and objective of the State of Arizona and the Cocopah Indian Tribe to authorize and facilitate the establishment and regulation of the class III Gaming Operation on Indian lands of the Cocopah Indian Tribe as provided for under the terms and conditions of the following Tribal-State Compact between the Cocopah Indian Tribe and State of Arizona.

NOW, THEREFORE, the parties hereto, by and through their respective representatives will execute this Tribal-State Compact between the Cocopah Indian Tribe and the State of Arizona.

SECTION 1. TITLE

This document shall be referred to as "Tribal-State Compact Between the Cocopah Indian Tribe and the State of Arizona."

SECTION 2. DEFINITIONS

For the purposes of this Compact:

(a) "Act" means the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§1166-1168.

(b) "Applicant" means any person who has applied for a license, under the provisions of this Compact, or employment with the Tribal Gaming Operation, or approval of any act or transaction for which approval is required or permitted under the provisions of this Compact.

(c) "Application" means a request for the issuance of a license or for employment by the Gaming Operation, or for approval of any act or transaction for which approval is required or permitted under the provisions of this Compact.

(d) "Class III Gaming" means all forms of gaming that are not class I gaming or class II gaming as respectively defined in 25 U.S.C. § 2703 (6) and (7) and the regulations promulgated to clarify such provisions of the Act.

(e) "Commission" means the National Indian Gaming Commission established pursuant to 25 U.S.C. § 2704.

(f) "Compact" means the Tribal-State Compact between the Cocopah Indian Tribe and the State of Arizona.

(g) "Distributor" means a person who distributes class III gaming devices and/or component parts thereof.

(h) "Electronic Game of Chance" means a microprocessor-controlled electronic device which allows a player to play games of chance, some of which are affected by skill, which device is activated by the insertion of a token, coin or currency, or by the use of a credit, and which

awards game credits, cash, tokens, or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash. Game play may be displayed by:

(i) Video facsimile; or

(ii) Mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence, or lack thereof, of a winning combination and pay-out, if any.

(i) "Executive Director" means the Executive Director appointed by the Tribal Gaming Agency pursuant to Section 6 of this Compact.

(j) "Gaming Device" means collectively any slot machine, electronic game of chance or video game of chance.

(k) "Gaming Employee" means any person employed in the operation or management of the Gaming Operation, whether employed by or contracted to the Tribe, or by any person or entity providing on or off-site services to the Tribe within or without the Gaming Facility regarding the class III gaming authorized by this Compact, including, but not limited to, Gaming Operation managers and assistant managers; accounting personnel; surveillance personnel; security personnel; cashiers; supervisors; shift bosses; machine mechanics; gaming consultants; management companies and their principals; and any other natural person whose employment duties require or authorize access to restricted areas of the Gaming Facility not otherwise open to the public.

(l) "Gaming Facility" means the building, room, rooms or that portion of a room in which the class III gaming authorized by this Compact is conducted on Cocopah Tribal lands on the reservation located in Yuma County, Arizona.

(m) "Gaming Operation" means the enterprise owned by the Tribe on Tribal lands for the conduct of the class III gaming authorized by this Compact.

(n) "Gaming Services" means the providing of any goods, services or concessions by contract to the Tribe directly in connection with the operation of class III gaming in a Gaming Facility in an amount in excess of ten thousand dollars ($10,000) monthly except for professional, legal or accounting services. No contract may be broken up into parts for the purpose of avoiding this definition and any requirement of licensure or certification contained in this Compact.

(o) "License" means an approval or certification issued by the Tribal Gaming Agency to any natural person or entity to be involved in the Gaming Operation or in the providing of gaming services to the Tribe.

(p) "Licensee" means any natural person or entity who has been licensed by the Tribal Gaming Agency to be involved in the Gaming Operation or in the providing of gaming services to the Tribe.

(q) "Local Law Enforcement Agency" means any law enforcement agency in the vicinity of the Gaming Operation and which has jurisdiction to enforce local and state laws within the Cocopah Tribal lands, or is subject to the terms of a cross-deputization agreement.

(r) "Management Contract" means any management agreement entered into by and between the Tribe and a Manager within the meaning of 25 U.S.C. §§ 2710(d)(9) and 2711.

(s) "Manager" 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.

(t) "Manufacturer" means a natural person or entity that manufactures gaming devices and/or component parts thereof as defined by this Compact for use or play in the Gaming Facility.

(u) "Principal" means with respect to any entity:

(i) Each of its officers and directors;

(ii) Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager;

(iii) Each of its owners or partners, if an unincorporated business;

(iv) Each of its shareholders who own more than ten (10) percent of the shares of the corporation, if a corporation; and

(v) Each person other than a banking institution who has provided financing for the entity constituting more than ten (10) percent of the total financing of the entity.

(v) "Regulation" or "ordinance" means a rule, standard, directive or statement of general applicability which effectuates the provisions and policy of this Compact.

(w) "Reservation" or "Cocopah Tribal Lands" mean Indian lands as defined by 25 U.S.C. § 2703(4) (A) and (B), subject to the provisions of 25 U.S.C. § 2719.

(x) "Slot Machine" means any mechanical or electronic device into which a player deposits coins, currency or tokens and from which coins, currency or tokens are paid out when a particular, randomly determined configuration of symbols appears on the reels or screen of the device.

(y) "State" means the State of Arizona, its authorized officials, agents and representatives.

(z) "State Certification" means the process utilized by the State Gaming Agency to ensure that all persons required to be licensed and certified are qualified to hold such license in accordance with the provisions of this Compact.

(aa) "State Gaming Agency" means the agency of the State as the Governor may from time to time designate by written notice to the Tribe as the state agency primarily responsible for oversight of the class III gaming as authorized by this Compact.

(bb) "Tribal Gaming Agency" means the agency of the Cocopah Tribe as the Tribe may from time to time designate by written notice to the State, as the Tribal agency primarily responsible for oversight of class III gaming as authorized by this Compact.

(cc) "Tribal Law Enforcement" means the police force of the Cocopah Indian Tribe established and maintained or contracted for by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Cocopah Tribal lands. Members of the Tribal Law Enforcement Agency involved in the enforcement of Tribal gaming ordinances and regulations of the Compact shall meet the qualifications and training standards as provided in A.R.S. § 41-1822.

(dd) "Tribe" means the Cocopah Indian Tribe, its authorized officials, agents and representatives.

(ee) "Video Game of Chance" means a game of chance played on microprocessor-controlled devices that simulate games commonly referred to as poker, blackjack, craps, hi-lo, keno, roulette, line-up-symbols and numbers, or other common gaming forms which are activated by the insertion of a coin, token or currency and which award coins, tokens, currency, additional plays or a written or displayed statement of the amount of a prize which is redeemable for cash and/or contains a meter or device to record unplayed credits or replays.

SECTION 3. NATURE, SIZE AND CONDUCT OF CLASS III GAMING

(a) Authorized Class III Gaming Activities. The parties agree that the Cocopah Indian Tribe may conduct under this Compact the following class III gaming activities:

(i) Gaming devices;

(ii) Lottery;

(iii) Off-track pari-mutuel wagering;

(iv) Horse racing;

(v) Dog racing.

(b) Number of Gaming Devices. The number of authorized gaming devices for use on Cocopah Tribal lands shall not exceed a total of two hundred and fifty (250) gaming devices.

(i) In the event the State authorizes the use of more than two hundred and fifty (250) gaming devices during the first twelve (12) month period of this Compact by any other Indian Tribe within the State of Arizona, the two hundred and fifty (250) gaming device limitation shall be inapplicable and the Cocopah Tribe shall be authorized to use that number of additional gaming devices greater than two hundred and fifty (250) up to the number allowed for use by any other Indian Tribe.

(ii) If, during the second twelve (12) month period of this Compact, any other Indian Tribe within the State is allowed to use more than two hundred and fifty (250) gaming devices, the two hundred and fifty (250) gaming device limitation shall be inapplicable and the Cocopah Indian Tribe shall be authorized to use that number of additional gaming devices greater than two hundred and fifty (250) up to the number allowed for use by any other Indian Tribe.

(iii) The Gaming Operation shall only offer for play by the public at the Gaming Facility gaming devices that:

(A) Comply with the Technical Standards for Gaming Devices as set forth in Appendix A, and

(B) Have been leased, purchased or otherwise obtained from licensed and certified manufacturers and distributors.

(iv) The Tribal Gaming Agency shall require each licensed and certified manufacturer and distributor to verify under oath, on forms provided by the Tribal Gaming Agency, that the gaming devices manufactured or distributed by them for use or play at the Gaming Facilities meet the requirements of this section.

(v) The Tribal Gaming Agency and the State Gaming Agency by mutual agreement may require the testing of any gaming device to ensure compliance with the requirements of this Section. Any such testing shall be conducted according to the technical standards contained in Appendix A and shall be at the expense of the licensed manufacturer or distributor, as applicable.

(c) Acceptance of Limitation. The Tribe and State agree that with respect to any other class III gaming, the Tribe shall not offer or operate any class III gaming pursuant to the terms of this Compact other than the gaming specifically provided in Section 3 (a) and (b) above.

(i) The Tribe agrees that during the first thirty-six (36) months of this Compact it will not request an amendment to this Compact to permit it to offer or operate any other class III gaming unless:

(A) a Tribal-State Compact becomes effective in the State with another Indian tribe during that thirty-six (36) month period which expands authorized class III gaming, or

(B) the laws of the State are amended to permit class III gaming not authorized under this Compact;

in which case the Tribe may immediately seek an amendment to this

Compact to include such additional class III gaming.

(ii) In the event that the Tribe requests an amendment to expand gaming under Section 3 (c)(i), then the Tribe and the State agree to be bound by the remedial procedures, including mediation if applicable, set forth in any final order or judgment of a court of competent jurisdiction, providing that all appeals have been exhausted. Additionally, the parties shall not be bound by such a judgment or order if the provisions of 25 U.S.C. § 2710 (d)(7) have been held unconstitutional or otherwise invalid in a final judgment in any case by the United States Circuit Court of Appeals for the Ninth Circuit or the United States Supreme Court. In the event that no such final order or judgment is then in effect providing remedial procedures as between the Tribe and the State, a request to amend this Compact by the Tribe shall be deemed to be a request to negotiate a compact under 25 U.S.C. § 2710 (d)(3).

(d) Authorized Gaming Locations. All class III gaming authorized under this Compact shall be conducted in not more than two (2) Gaming Facilities located on Cocopah Tribal Lands. The parties acknowledge and agree that the initial Gaming Facility shall be the existing Cocopah Bingo Hall located at 15126 S. Avenue B, Yuma, Arizona 85364, on the East Reservation. The parties further acknowledge and agree that the Tribe intends to construct and operate an additional Gaming Facility (the "New Facility") located at 6800 S. Strand Avenue, Yuma, Arizona, 85364, on the North Reservation, and that when the New Facility is completed, authorized class III gaming activities will also be conducted in that New Facility in conformity with this Compact.

(e) Forms of Payment. All payment for wagers made on authorized forms of class III gaming conducted by the Tribe on its Tribal lands, including the purchase of tokens for use in wagering, shall be made by cash, cash equivalent, credit card or personal check. Personal checks

shall not be honored in excess of two hundred and fifty dollars ($250) per person per day. Automatic Teller Machines (ATMs) may be installed at the Gaming Facility.

(f) Wagering Limitations. The maximum wager authorized for any single play of a gaming device is eight dollars ($8).

(g) Hours of Operation. The maximum number of operating hours for the class III Gaming Operation authorized by this Compact shall not exceed one hundred and forty-eight (148) hours per week. The Tribe agrees to schedule the hours to best comply with market conditions and may operate any day of the week. The Gaming Operation shall be closed to the public from 2:00 a.m. until 6:00 a.m. daily except Saturday and Sunday.

(h) Ownership of Gaming Facility and Gaming Operation. The Gaming Facility and Gaming Operation shall be owned solely by the Tribe. This provision shall not be construed to prevent the Tribe from granting security interests or other financial accommodations to secure parties, lenders or others, or to prevent the Tribe from entering into true leases or financing leases; provided that the principals of any entity providing such security interests, financial accommodations to lenders, leases or financing of leases must be licensed and certified pursuant to the terms of this Compact. Entities other than lending institutions licensed and regulated by the State or the United States must be certified by the State Gaming Agency. All monies derived from the Tribal Gaming Operation deposited in any banking institution shall be held in the name of the Cocopah Tribe or the Cocopah Tribal Gaming Operation and no person other than a Tribal member or a Tribal employee shall be a signatory on any such bank account.

(i) Prohibited Activities. Any class III gaming not specifically authorized in Section 3 (a) and (b) is prohibited. Except as provided herein, nothing in this Compact is intended to prohibit otherwise lawful and authorized class II gaming upon Cocopah Tribal lands or within the Gaming Facilities.

(j) Prohibition on Minors. No person under the age of eighteen (18) shall participate in the Gaming Operation, nor be permitted to place any wager, directly or indirectly or be allowed in

any area where gaming devices are located during actual hours of operation. If liquor is served at the Gaming Facility, no person under the age of twenty-one (21) shall participate in the Gaming Operation except as permitted by Arizona Liquor Control laws.

(k) Prohibition on Firearms. The possession of firearms by any person within the Gaming Facility shall be strictly prohibited; provided, this prohibition shall not apply to authorized agents of the State or Tribal Law Enforcement Agency, State Gaming Agency, Tribal Gaming Agency, or State, local and federal law enforcement agencies.

(l) Financing. Any third-party financing extended or guaranteed for the Gaming Operation and Gaming Facility shall be disclosed to the State Gaming Agency and parties extending such financing shall be required to be licensed by the Tribe and annually certified by the State Gaming Agency, pursuant to Section 5, unless said party is an agency of the United States or a member institution of the Federal Deposit Insurance Corporation or is otherwise regulated by the Comptroller of the Currency.

(m) Record-Keeping. To ensure integrity, the Tribal Gaming Operation shall maintain the following logs as written or computerized records which shall be available for inspection by the State Gaming Agency in accordance with Section 7(b) of this Compact: a surveillance log recording all surveillance activities in the monitoring room of the Gaming Facility; and a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency employee is made.

(n) Persons Excluded. The Tribal Gaming Agency shall establish a list of persons barred from the Gaming Facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Tribe. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list from entry into its Gaming Facility. The Tribal Gaming Agency shall send a copy of its list on a monthly basis to the State Gaming Agency.

SECTION 4. TRIBAL-STATE LICENSING AND CERTIFICATION REQUIREMENTS

(a) Gaming Operation and Gaming Facility. The Gaming Operation and Gaming Facilities authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformance with the requirements of this Compact prior to commencement of operation, and annually thereafter. The licensing of the Gaming Operation shall include the licensing of each principal, and of each gaming employee. Verification of this requirement shall be made by the State Gaming Agency and Tribal Gaming Agency through a joint pre-operation inspection and letter of compliance. The State Gaming Agency shall send a compliance letter within seven (7) working days after the completion of the inspection if the inspection reveals that the Gaming Operation comports with the terms of this Compact. If the State Gaming Agency determines that the Gaming Operation does not comport with the terms of this Compact, a non-compliance letter shall be sent within seven (7) working days of the inspection that shall set forth the matters of non-compliance upon which the State Gaming Agency bases its decision. If a dispute arises concerning the results of the inspection, it shall be resolved pursuant to Section 15 of this Compact.

(b) Gaming Employees. Except as otherwise provided under Section 5 (p), every gaming employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to commencement of employment, and annually thereafter, subject to the grace period provided in Section 5(m). The Tribal Gaming Agency and the State Gaming Agency shall retain the right to conduct additional background investigations of any gaming employee at any time during the term of that person's employment.

(c) Management Companies. Any management company, including its principals, engaged by the Tribe to assist in the management or operation of the Gaming Facilities or Gaming Operation shall be subject to the licensing requirements of the Tribal Gaming Agency, approval by the Chairman of the National Indian Gaming Commission, and, shall be required to obtain State certification prior to providing management services for class III gaming authorized by this Compact. The Tribal license and State certification shall be renewed annually thereafter.

(d) Manufacturers and Suppliers of Gaming Devices and Gaming Services. Each manufacturer and supplier of gaming devices or gaming services shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to the sale or lease of any gaming devices or gaming services. The licensing and certification shall be renewed annually thereafter.

SECTION 5. PROCEDURES FOR TRIBAL LICENSING AND STATE CERTIFICATION

(a) Procedures for Tribal License Applications and State Certification. Any applicant for a Tribal gaming license and for State certification shall submit the completed application along with the required information to the Tribal Gaming Agency and to the State Gaming Agency. Each completed State certification application shall be accompanied by the applicant's fingerprint card(s), current photograph, and the fee required by the State Gaming Agency.

(b) Background Investigation of Applicants. Upon receipt of a completed application and required fee for State certification, the State Gaming Agency shall conduct the necessary background investigation to ensure the applicant is qualified for State certification. The State Gaming Agency shall expedite State certification applications. Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a State certification and forward a copy to the Tribal Gaming Agency, or deny the application. If the application for certification is denied, a statement setting forth the grounds for denial shall be forwarded to the Tribal Gaming Agency with all other documentation relied upon by the State Gaming Agency to the extent allowed by State law.

(c) Notification to Applicant. The applicant shall be notified by the Tribal Gaming Agency of the status of the application within ten (10) days after the Tribal Gaming Agency receives the State Gaming Agency's recommendation for certification or denial. The Tribal Gaming Agency shall not be required to grant an application for a license, even if the State Gaming Agency issues a state certification.

(d) Notification of Change of Corporate Officers or Directors. After a corporation is licensed, it shall file a report of each change of its corporate officers and members of its board of directors with the Tribal Gaming Agency. Each new officer and director shall file a complete application within thirty (30) days after appointment or election. The Tribal Gaming Agency shall forward a copy of the application to the State Gaming Agency for investigation and the new officer and director shall be entitled to continue to exercise all powers of office unless the State Gaming Agency denies certification or the Tribal Gaming Agency disapproves the change or denies the application. If the corporation is a close corporation and not publicly traded on a recognized stock exchange, it shall also file a report of each change in its shareholders wherein ten (10) percent or more of the corporation's issued and outstanding shares are transferred and each shareholder not previously licensed and certified holding ten (10) percent of more of the corporation's shares shall file a complete application within thirty (30) days after the date of the transfer.

(e) Grounds for Revocation, Suspension or Denial of State Certification. The State Gaming Agency may revoke, suspend or deny a State certification for reasons it deems to be in the interest of public health, safety, or welfare. For the purpose of reviewing any application for a State certification and for considering the denial, suspension or revocation of any State certification, the State Gaming Agency may consider any prior criminal conduct of the applicant or holder of certification. Reasons for such revocation, suspension or denial shall include, but not be limited to, when an applicant or holder of certification:

(i) Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of this Compact or any provision of any State Gaming Agency rule, or when any such violation has occurred upon any premises occupied or operated by any such person or over which he or she has substantial control;

(ii) Knowingly causes, aids, abets, or conspires with another to cause any person or entity to violate any of the laws of this State or the rules of the State or Tribal Gaming Agency, or the provisions of this Compact;

(iii) Has obtained a State certification or Tribal license by fraud, misrepresentation, concealment or through inadvertence or mistake;

(iv) Has been convicted of, or forfeited bond upon a charge of, or pleaded guilty to, forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payments or reports to any Tribal, State or United States governmental agency at any level, or filing false reports therewith, or of any similar offense or offenses, or of bribing or otherwise unlawfully influencing a public official or employee of the Tribe, any state of the United States, or of any crime, whether a felony or misdemeanor, involving any gaming activity, or physical harm to individuals or moral turpitude.

(v) Makes a misrepresentation of, or fails to disclose a material fact to the State Gaming Agency or the Tribal Gaming Agency;

(vi) Fails to prove, by clear and convincing evidence, that he, she or it is qualified in accordance with the provisions of this Section;

(vii) Is subject to current prosecution or pending charges, or a conviction which is under appeal, for any of the offenses included under subsection (iv) of this Section; provided, that at the request of an applicant for an original

certification, the State Gaming Agency may defer decision upon the application during the pendency of such prosecution or appeal;

(viii) Has had a gaming license issued by any state or Tribe in the United States revoked or denied;

(ix) Has demonstrated a willful disregard for compliance with gaming regulatory authority in any jurisdiction other than the State of Arizona, including suspension, revocation, denial of application or forfeiture of license;

(x) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of the criminal laws of this State if such pursuit creates probable cause to believe that the participation of such person in gaming or related activities would be detrimental to the proper operation of an authorized gaming or related activity in this State. For the purposes of this paragraph, occupational manner or context shall be defined as the systematic planning, administration, management or execution of an activity for financial gain;

(xi) Is a career offender or a member of a career offender cartel or an associate of a career offender or career offender cartel in such a manner which creates probable cause to believe that the association is of such a nature as to be detrimental to the proper operation of the authorized gaming or related activities in this State. For the purposes of this paragraph, career offender shall be defined as any person whose behavior is pursued in an

occupational manner or context for the purposes of economic gain utilizing such methods as are deemed criminal violations of Tribal law, federal law or the laws and the public policy of this State. A career offender cartel shall be defined as any group of persons who operate together as career offenders.

(f) Right to Hearing for Revocation, Suspension or Denial of State Certification. Any applicant for State certification, or holder of a State certification shall be entitled to a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State certification. The hearing shall be conducted in accordance with the procedures contained in the applicable provisions of the Arizona Administrative Procedures Act, A.R.S. §§ 41-1001 et seq. or the State Gaming Agency administrative rules and to the extent possible, such hearings shall be conducted in Yuma, Arizona; provided, the State, after consultation with the Tribal Gaming Agency, may refer such actions to the Tribal Gaming Agency. Nothing herein shall prevent the Tribal Gaming Agency from invoking its disciplinary procedures.

(g) Revocation, Suspension or Denial of Licenses Issued by Tribal Gaming Agency. The revocation, suspension or denial of any Tribal gaming license by the Tribal Gaming Agency shall be in accordance with Tribal ordinances and regulations governing such procedures and the grounds for such actions shall not be inconsistent with this Compact.

(h) Duration and Renewal of Tribal Licenses and State Certifications. Any Tribal license or State certification shall be effective for one (1) year from the date of issuance; provided, that a licensed or certified employee or party that has applied for renewal may continue to be employed under the expired license or State certification until action is taken on the renewal application by the Tribal Gaming Agency or State Gaming Agency. Applicants for renewal of license or certification shall provide updated material as requested, on the appropriate renewal forms, but shall not be required to resubmit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall not be required

unless new information concerning the applicant's continuing eligibility for a license or a State certification is discovered by either the Tribal Gaming Agency or the State Gaming Agency;

(i) Identification Cards. The Tribal Gaming Agency shall require all gaming employees to wear in plain view identification cards issued by the Tribal Gaming Agency which include photo, first and last name and an identification number unique to the individual Tribal license and which shall include a Tribal seal or signature, and a date of expiration.

(j) Exchange of Tribal Licensing and State Certification Information. In an effort to ensure a qualified work force in the class III gaming authorized by this Compact, upon completion of any administrative action against a holder of a Tribal license or State certification, the final disposition shall be forwarded to either the Tribal Gaming Agency or the State Gaming Agency, as appropriate, and maintained as part of both agencies' permanent records.

(k) Fees for State Certification. The fees for State certification shall be the following:

(i)	Gaming Employee Initial Certification	$ 150
(ii)	Gaming Employee - Renewal	$ 75
(iii)	Management Companies and/or Financiers Initial Certification	$1500
(iv)	Management Companies and/or Financiers Renewal	$ 500
(v)	Manufacturers and Suppliers Initial Certification	$1500
(vi)	Manufacturers and Suppliers - Renewal	$ 500

In the event actual costs incurred by the State Gaming Agency exceed the above fees, those costs will be assessed to the applicant during the investigation process. Payment in full to the State Gaming Agency shall be required prior to the issuance of State certification. The State may require manufacturers, suppliers, management companies and financiers applying for State certification to post a bond sufficient to cover the actual costs that the State Gaming Agency

anticipates will be incurred in conducting a background investigation of the manufacturer, supplier, management company and financier. Notwithstanding any other provision of this Compact, the State Gaming Agency may modify any of the above fees by giving the Tribe sixty (60) days notice of intent to modify fees. Should a dispute arise under this section, it shall be resolved pursuant to Section 15 of this Compact.

(l) Fees for Tribal License. The fees for all gaming employee licenses shall be set by the Tribal Gaming Agency.

(m) Temporary Certification of Gaming Employees. Unless the background investigation undertaken by the State Gaming Agency within twenty (20) days of the receipt of a completed application discloses that the applicant has a criminal history, or unless other grounds sufficient to disqualify the applicant pursuant to subsection (e) of this Section are apparent on the face of the application, the State Gaming Agency shall upon request of the Tribal Gaming Operation issue a temporary certification to the applicant. The temporary certification shall become void and be of no effect upon either the issuance of a State certification or upon the issuance of notice of denial, in accordance with the provisions of this Compact.

(n) Summary Suspension of Tribal License or State Certification. The Tribal Gaming Agency, pursuant to the laws of the Tribe, and the State Gaming Agency, pursuant to the laws and regulations of the State, may summarily suspend any respective Tribal license or State certification if the continued licensing or certification of a person or entity constitutes an immediate threat to the public health, safety or welfare.

(o) Procedure for Certification of Non-Tribal Members. Any non-Tribal member applicant for State certification agrees by making such application to be subject to State jurisdiction to the extent necessary to determine qualification to hold such certification, including all necessary administrative procedures, hearings and appeals pursuant to the Administrative Procedures Act, A.R.S. §§ 41-1001 et seq. and the administrative rules of the State Gaming Agency.

(p) Procedure for Licensure of Tribal Members.

(i) Notwithstanding anything contained herein to the contrary, no State certification shall be required in connection with the issuance of a Tribal gaming license to a member of the Cocopah Indian Tribe or to an Indian enrolled in any federally recognized tribe who is a relative of a Tribal member and who has resided in the Tribal member's household in Arizona for not less than six (6) months prior to the date of application.

(ii) For purposes of this subsection, the term "relative" shall mean husband, wife, son or daughter.

(iii) In lieu of a requirement for State certification, in any case involving Tribal licensure under this subsection, the State shall conduct a background investigation, pursuant to Section 5(b), of the applicant, and shall provide the Tribal Gaming Agency with a written recommendation as to whether the applicant should be licensed by the Tribal Gaming Agency.

(iv) If the Tribal Gaming Agency licenses a Tribal member or a relative of a Tribal member despite a State recommendation to the contrary, the Tribal Gaming Agency shall afford the State an opportunity for a hearing before an appropriate Tribal forum to contest the Tribal Gaming Agency licensing decision. The decision of the Tribal forum shall be final.

(v) The Tribal Gaming Agency shall afford the State Gaming Agency the opportunity to be heard in an appropriate Tribal forum on its recommendation to suspend or revoke the license of any Tribal member or

relative of a Tribal member in the same manner as if the State Gaming Agency had recommended denial of the license in the first instance.

SECTION 6. TRIBAL ENFORCEMENT OF COMPACT PROVISIONS

(a) Tribal Gaming Agency. The primary responsibility for the on-site regulation, control and security of the Gaming Operation authorized by this Compact, and for the enforcement of this Compact, shall be that of the Tribal Gaming Agency. The initial regulations to govern the operation and management of the Tribal Gaming Operation shall be those regulations set forth in Appendix B to this Compact. Supplementary regulations will be added and incorporated herein by the Tribal Gaming Agency and the State Gaming Agency as they are promulgated, with copies of each served on the parties pursuant to Section 20 of this Compact. The Tribe shall notify the State Gaming Agency of the intent to amend or repeal any of the regulations set forth in Appendix B, or to adopt new regulations, and shall provide a copy of any change or modification to Appendix B. In no event shall any supplement, change or modification adopted by the Tribe or the State Gaming Agency be inconsistent with the provisions of this Compact and Appendix A hereto.

(b) Tribal Gaming Agency Functions; Training of Agents. Upon request of the Tribal Gaming Agency, the State Gaming Agency shall cooperate with the Tribe to develop and train agents of the Tribal Gaming Agency. As part of its duties, the Tribal Gaming Agency shall perform the following functions:

(i) The enforcement in the Gaming Operation, including the Gaming Facilities, of all relevant laws and regulations;

(ii) The physical safety of patrons in the Gaming Facilities;

(iii) The physical safety of personnel employed by the Gaming Operation;

(iv) The physical safeguarding of assets transported to and from the Gaming Facilities and cashier's cage department;

(v) The protection of the patrons and the Facility's property from illegal activity;

(vi) The detention of persons who may be involved in illegal acts for the purpose of notifying the law enforcement authorities; and

(vii) The recording of any and all unusual occurrences within the Gaming Facilities. Each incident, without regard to materiality, shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

(A) The assigned number;

(B) The date;

(C) The time;

(D) The nature of the incident;

(E) The person involved in the incident; and

(F) The security department or Tribal Gaming Agency employee assigned to investigate.

(c) Executive Director. The Tribe has sole authority to determine the composition of the Tribal Gaming Agency. One of the members shall be designated as Executive Director. The Executive Director shall have overall responsibility for the administrative functions of the Tribal Gaming Agency. The Executive Director shall serve as the formal liaison to the person holding

the similarly titled position with the State Gaming Agency. No employee of the Gaming Operation shall be employed by or be a member of the Tribal Gaming Agency.

(d) Inspectors. The Tribal Gaming Agency shall employ qualified inspectors or agents who shall act under the authority of the Tribal Gaming Agency. Said inspectors shall be independent of the Tribal Gaming Operation and any management company and shall be supervised and accountable only to the Tribal Gaming Agency.

(e) Reporting of Violations. A Tribal gaming inspector shall be on duty, during all hours of operation, at one or the other of the Gaming Facility locations provided that the facilities are located not farther than fifteen (15) miles apart. In the event the facilities are located more than fifteen (15) miles apart, a Tribal gaming inspector shall be required to be on duty at each Gaming Facility during all hours of operation. The inspector(s) shall have immediate access to any and all areas of the Gaming Operation for the purpose of ensuring compliance with the provisions of this Compact, Tribal gaming ordinances and regulations of the Tribal Gaming Agency. Any violation(s) of the provisions of this Compact, or of Tribal ordinances or Tribal Gaming Agency regulations by the Tribal Gaming Operation, a gaming employee, or any person on the premises whether or not associated with the Tribal Gaming Operation shall be reported within twenty-four (24) hours to the Tribal Gaming Agency and thereafter forwarded to the State Gaming Agency within forty-eight (48) hours of the time the violation was noted.

(f) Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation(s) of this Compact and shall require the Tribal Gaming Operation to correct all confirmed violations upon such terms and conditions as the Tribal Gaming Agency deems necessary. The Tribal Gaming Agency shall be empowered by Tribal ordinances to impose fines and other sanctions within the jurisdiction of the Tribe against a gaming employee, a management company employee, or any other person directly or indirectly involved in, or benefitting from, the Tribal Gaming Operation.

(g) Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward

copies of all completed investigative reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Agency and provide other requested services to ensure proper compliance with the provisions of this Compact, Tribal gaming ordinances, or applicable laws of the State or of the United States.

(h) Forms. Any application or reporting form jointly developed by the State Gaming Agency and the Tribal Gaming Agency shall satisfy the requirement of this Compact or Tribal Ordinances with respect to the use of forms.

(i) Periodic Meetings. In order to develop and foster an effective relationship in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and the Tribal Gaming Agency shall meet, not less than once every quarter, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Tribal Gaming Agency. The State Gaming Agency prior to or during such meetings shall disclose to the Tribal Gaming Agency any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected. Following the first year of this Compact, the Tribal Gaming Agency and State Gaming Agency shall jointly determine the number of meetings necessary but in no event shall less than two (2) meetings occur for any twelve (12) month period.

SECTION 7. STATE ENFORCEMENT OF COMPACT PROVISIONS

(a) Monitoring. The State Gaming Agency shall, pursuant to the provisions of this Compact, have the authority to monitor the Tribal Gaming Operation to ensure that the operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal Gaming Operation, agents of the State Gaming Agency shall have free and unrestricted access to all public areas of the Gaming Facilities during normal operating hours without giving

prior notice to the Tribal Gaming Operation; provided, that before agents of the State Gaming Agency shall be entitled to enter the non-public areas of the Tribal Gaming Facilities, they shall provide notice and proper identification to the Tribal Gaming Agency which may, at its discretion, witness the monitoring or investigation of non-public areas of the Gaming Facilities by the State Gaming Agency.

(b) Access to Records. Agents of the State Gaming Agency shall have authority to review and, upon written notice setting forth the reasons therefor, copy, during normal business hours, all records maintained by the Tribal Gaming Operation; provided, that any such records remain the property of the Tribe, and that any copy thereof and any information derived therefrom, shall be deemed confidential and proprietary financial information of the Tribe. The State shall notify the Tribe of any requests for disclosure of such information and disclosure shall not be obligated until the Tribe has had a minimum of five (5) business days to challenge the request or to seek judicial relief. Any records or copies of records removed from the premises shall be returned to the Tribe within forty-eight (48) hours after use, unless otherwise permitted to be retained by the State under this Compact; provided further, this public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Compact.

(c) Tribe's Access to State Records. The Tribe shall have the right to inspect and copy all records maintained by the State Gaming Agency concerning the Tribe or the Tribal Gaming Operation, including records received from third parties regarding authorized class III gaming conducted under this Compact, provided that inspection and copying by the Tribe would not violate applicable law or compromise on-going law enforcement investigations or activities.

(d) Tribal Gaming Agency Notification. At the completion of any inspection or investigation by the State Gaming Agency, copies of the investigative report shall be forwarded to the Tribal Gaming Agency.

SECTION 8. REGULATORY JURISDICTION RELATING TO ENFORCEMENT OF THE PROVISIONS OF THIS COMPACT

Concurrent Jurisdiction. The Tribal Gaming Agency and the State Gaming Agency shall have concurrent jurisdiction to investigate violations of the provisions of this Compact, and to bring administrative charges, in accordance with Tribal laws, the provisions of applicable State law and the terms of this Compact against any individual or business entity that is licensed by the Tribal Gaming Agency or certified by the State Gaming Agency in accordance with Sections 4 and 5 of this Compact. In recognition of the need to foster a joint regulatory program to enforce the provisions of this Compact, the Tribe consents to the exercise of jurisdiction over such administrative actions by the State Gaming Agency and the Superior Courts of the State with respect to such actions to enforce the provisions of this Compact as provided in Section 5 with regard to non-Tribal members, subject to the provisions of Section 15 of this Compact.

SECTION 9. LAW ENFORCEMENT JURISDICTION RELATING TO GAMING

(a) Investigative Authority. The Tribal Gaming Agency, Tribal Law Enforcement Agency, the Yuma County Sheriff, the Arizona Department of Public Safety, and the State Gaming Agency shall have the authority to investigate gaming and related crimes against the laws of the Tribe, the State or the United States, as applicable, that occur within the Gaming Facility or within Cocopah Tribal lands.

(b) Tribal and State Criminal Jurisdiction. In furtherance of the terms and provisions of this Compact and to ensure public health, safety, and welfare, the Tribe and the State shall exercise such criminal jurisdiction over persons and activities occurring upon Cocopah Tribal lands as they are otherwise authorized to exercise under existing law.

(c) Tribal Criminal Jurisdiction. In enforcing the terms and provisions of this Compact, the Cocopah Tribe shall exercise such criminal jurisdiction as authorized by federal law over its members and other Indians on the reservation. The Cocopah Tribe shall adopt ordinances making it a crime to cheat at gaming. For purposes of such ordinances, "cheat" shall mean to

alter the selection of criteria which determine the result of a game, or the amount or frequency of payment in a game. The Cocopah Tribe shall also adopt ordinances making it unlawful for any person:

(i) To alter or misrepresent the outcome or other event on which wagers have been made after the outcome is made sure but before it is revealed to the players;

(ii) To place, increase or decrease a bet or to determine the course of play after acquiring knowledge, not available to all players, of the outcome of the game or any event that affects the outcome of the game or which is the subject of the bet or to aid anyone in acquiring such knowledge for the purpose of placing, increasing or decreasing a bet or determining the course of play contingent upon that event or outcome;

(iii) To claim, collect or take, or attempt to claim, collect or take, money or anything of value in or from gaming with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won;

(iv) Knowingly to entice or induce another to go to any place where gaming is being conducted or operated in violation of the provisions of this Compact or the Tribal ordinances, with the intent that the other person play or participate in that gaming;

(v) To place or increase a bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet;

(vi) To reduce the amount wagered or cancel the bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet;

(vii) To manipulate, with the intent to cheat, any component of a gaming device in a manner contrary to the designed and normal operational purpose for the component, including, but not limited to, manipulating a gaming device, with knowledge that the manipulation affects the outcome of the game or with knowledge of any event that affects the outcome of the game;

(viii) Knowingly to use other than coins, tokens or currency approved by the Tribal Gaming Agency or other lawful coin, legal tender of the United States of America, or to use a coin not of the same denomination as the coin intended to be used in a gaming device;

(ix) To use any device or means to cheat, or to possess any such device while at the Gaming Facilities.

(d) Exception to Consent. Except for the limited grant of jurisdiction to the State to enforce the terms and provisions of this Compact over non-Indians on Tribal lands, for acts of individuals or entities, nothing in this Compact shall be deemed a consent or submission by the Tribe to the general jurisdiction and laws of the State.

(e) Cross-Deputization Agreement. The State and the Tribe, to the extent permitted by law, agree to enter into such cross-deputization agreements as may be necessary to facilitate cooperation between State and Tribal Law Enforcement personnel.

(f) Federal Criminal Jurisdiction. Nothing contained herein shall be deemed to

modify or limit existing federal criminal jurisdiction over Indians and the Tribal Gaming Operation authorized under this Compact.

SECTION 10. ENACTMENT OF AGREEMENT PROVISIONS

(a) State Gaming Agency Rules. Pursuant to its general rule-making authority, the State Gaming Agency may enact, as part of its rules governing gaming, all or part of the provisions of this Compact. In no event shall the rules adopted by the State Gaming Agency be inconsistent with the provisions and appendices of this Compact.

(b) Tribal Gaming Agency Regulations. The Tribal Gaming Agency may enact, as part of its rules or regulations governing gaming, all or part of the provisions of this Compact.

SECTION 11. OPERATIONAL REQUIREMENTS

(a) Additional Operational Requirements Applicable to Class III Gaming. The Tribal Gaming Operation shall be operated pursuant to an internal control system approved by the Tribal Gaming Agency. The internal control system shall be designed to reasonably assure that:

(i) Assets are safeguarded;

(ii) Financial records are accurate and reliable;

(iii) Transactions are performed in accordance with the Tribe's general or specific authorization;

(iv) Access to assets is permitted only in accordance with the Tribe's specific authorization;

(v) Recorded accountability for assets is compared with actual assets at frequent intervals and appropriate action is taken with respect to any

discrepancies; and

(vi) Functions, duties and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel.

(b) Internal Controls. The internal control system shall include:

(i) An organizational chart depicting appropriate segregation of functions and responsibilities;

(ii) A description of the duties and responsibilities of each position shown on the organizational chart;

(iii) A detailed, narrative description of the administrative and accounting procedures designed to satisfy the requirements of subsection (a).

(c) Audit and Financial Statements. The Gaming Operation shall require an audit and a certified financial statement covering all financial activities of the Tribal Gaming Operation not less than annually, by an independent certified public accountant licensed by the State. The financial statement shall be prepared in accordance with the auditing procedures published by the American Institute of Certified Public Accountants and shall be submitted to the Tribal Gaming Agency within ninety (90) days of the close of the Cocopah Tribe's fiscal year.

SECTION 12. TRIBAL REIMBURSEMENT FOR STATE GAMING AGENCY EXPENSES INCURRED; FEES FOR LICENSING AND INVESTIGATION

(a) Compensation to the State Gaming Agency. The Tribe agrees to reimburse the State

Gaming Agency for all administrative costs and expenses actually incurred by the State in carrying out its responsibilities under this Compact.

(b) Gaming Device Assessment. The State and the Tribe have determined that during each year of this Compact, one thousand dollars ($1,000) per gaming device shall be paid to the State Gaming Agency for administrative costs and expenses incurred for State regulation and enforcement duties. The assessment shall be payable in equal quarterly installments the first of which shall be payable within fifteen (15) days of receipt by the Tribal Gaming Agency of the notification of compliance pursuant to Section 4(a) of this Compact. The second and all ensuing installments shall be paid on the fifteenth day of January, April, July, and October, respectively, as appropriate. Notwithstanding the foregoing, for purposes of this first quarterly installment for the first year under this Compact, the Cocopah Tribe may calculate the payment due on the basis of five hundred dollars ($500) per gaming device and shall make up the difference in the first year between this amount and the amount otherwise due under this subsection with its second quarterly payment. For the purposes of assessment gaming device counts will be made quarterly. If a gaming device is added to play any time during the quarter, it will be deemed to have been in play for the entire quarter and be assessed in such manner. Thereafter, should any deficit in necessary funds exist, the Tribe shall be billed within thirty (30) days, its pro-rata share of sums necessary to eliminate any such deficit. Monies in excess of the Tribe's pro-rata share of costs and expenses actually incurred by the State Gaming Agency shall be returned to the Tribe annually or the overpayment shall be credited to the Tribe for the succeeding year at the Tribe's discretion. If credits are provided or if any excess remains at the conclusion of the Compact term, the State shall return such monies to the Tribe within thirty (30) days from the expiration date of this Compact.

(c) Statement of Expenses. The State Gaming Agency shall submit to the Tribe verified statements of expenses with supporting documentation on a quarterly basis consistent with the provisions of subsection (b) of this Section commencing ninety (90) days after the Tribe receives a letter of compliance pursuant to Section 4(a) of this Compact.

(d) Dispute Resolution. In the event a dispute arises, it will be resolved pursuant to Section 15 of this Compact.

SECTION 13. PUBLIC HEALTH, SAFETY AND WELFARE

(a) Compliance. The Tribe shall enact ordinances and regulations governing health and safety standards applicable to the Gaming Facilities which shall be no less stringent than the standards generally imposed by the Uniform Laws Annotated Codes covering the following:

(i) The Uniform Building Code (1988 edition);

(ii) The Uniform Mechanical Code (1988 edition);

(iii) The Uniform Plumbing Code (1988 edition);

(iv) The Uniform Fire Code (1988 edition).

In addition, public health standards for food and beverage handling shall be in accordance with United States Public Health Service requirements.

(b) Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

(c) Tort Remedies for Patrons. The Tribe will establish procedures for the disposition of tort claims arising from alleged injuries to patrons of its Gaming Facilities. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of any provision of this Compact, but may adopt a remedial system analogous to that available for similar claims arising against the State or such other remedial system as may be appropriate following consultation with the State Gaming Agency.

(d) Liability for Damage to Persons and Property. During the term of this Compact, the Tribe shall maintain public liability insurance which provides no less than one million dollars ($1,000,000) for personal injury and property damage. The Tribe's insurance policy shall include an endorsement providing that the insurer may not invoke Tribal sovereign immunity up to the limits of the policy set forth above. The Tribe shall indemnify, defend and hold harmless the

State, its officers, directors, employees and agents from and against any claims, damages, losses or expenses asserted against or suffered or incurred by the State or its officers, directors, employees and agents (except as may be the result of their own negligence) based upon or arising out of any bodily injury or property damage resulting or claimed to result in whole or in part from any act or omission of the Tribe relating to the inspection of any gaming or gaming related Facility, or any rectification thereof, pursuant to this Compact or Tribal ordinances regarding public health, safety and welfare.

SECTION 14. PATRON DISPUTES

(a) Refusal to Pay Winnings. Whenever the Gaming Operation refuses payment of alleged winnings to a patron, and the Gaming Operation and the patron are unable to resolve the dispute to the satisfaction of the patron and the dispute involves:

(i) At least five hundred dollars ($500), the Gaming Operation shall immediately notify the Tribal Gaming Agency; or

(ii) Less than five hundred dollars ($500), the Gaming Operation shall inform the patron of his or her right to request that the Tribal Gaming Agency conduct an investigation. Upon request by the patron, the Tribal Gaming Agency, through an inspector, shall conduct whatever investigation it deems necessary and shall determine whether payment should be made.

(b) Notice to Patrons. The Tribal Gaming Agency inspector shall mail written notice by certified mail, return receipt requested, to the Gaming Operation and the patron of his or her decision resolving the dispute within thirty (30) days after the date that the Tribal Gaming Agency first receives notification from the Gaming Operation or a request to conduct an investigation from the patron.

(c) Inspector Decision. The decision of the inspector is effective on the date it is received by the aggrieved party as reflected on the return receipt.

(d) Review of Decision. Within thirty (30) days after the date of receipt of the written decision of the inspector, the aggrieved party may file a petition with the Tribal Gaming Agency requesting a review of the decision. The Tribal Gaming Agency may set a hearing on the matter or may make a decision based solely upon the inspector's decision and other documentation provided to it by the patron and the Gaming Operation. The Tribal Gaming Agency shall then issue a written decision and mail it to the parties pursuant to the procedures set forth in Section 14(b). The decision of the Tribal Gaming Agency shall be final and binding upon the patron and the Gaming Operation and shall not be subject to judicial review or other legal action in the courts of the State or the Tribe.

SECTION 15. RESOLUTION OF DISPUTES BETWEEN THE STATE AND THE TRIBE

(a) Notice. If either party believes the other party has failed to comply with the provisions of this Compact, the party asserting the noncompliance shall serve written notice upon the other party. The notice shall identify the specific provisions of the Compact alleged to have been violated and shall specify the factual basis therefor. The designated representatives of the State and the Tribe shall thereafter meet within ten (10) days in an effort to resolve the dispute.

(b) Procedures for Dispute Resolution. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after service of the notice set forth above, the dispute shall be adjudicated through arbitration in Arizona or such other place as the parties may agree as follows:

(i) The parties shall attempt to agree upon one arbitrator with expertise in the subject matter of the dispute;

(ii) If the parties are unable to agree on an arbitrator, each party shall select an

arbitrator within ten (10) days of the commencement of the arbitration and the two (2) arbitrators shall mutually appoint a third arbitrator within twenty (20) days of their appointment. If the two (2) arbitrators are unable to agree on the appointment of a third arbitrator within twenty (20) days, the third arbitrator shall be appointed by the American Arbitration Association;

(iii) The arbitrator(s) shall confer with the parties immediately after appointment to determine an arbitration schedule including whether and to what extent discovery is required. The arbitrator(s) may set the matter for an evidentiary hearing or oral argument, or may dispose of the dispute based upon written submissions only;

(c) Arbitration Costs. The cost of arbitration shall be borne equally by the Tribe and State. The parties shall bear their own costs and attorneys' fees associated with their participation in the arbitration unless the decision of the arbitrator shall specify otherwise.

(d) Arbitration Decision. The decision of the majority of the arbitrator(s) shall be final, binding and unappealable. Failure to comply with judgment upon the award entered in such arbitration proceeding shall be deemed a breach of the Compact.

(e) Action to Enjoin a Class III Gaming Activity Conducted in Violation of the Agreement. The parties recognize that the Act at 25 U.S.C. § 2710(d)(7)(A)(ii) provides that the United States District Courts shall have jurisdiction over an action initiated by the State or the Tribe to enjoin class III gaming activity located on Indian lands and conducted in violation of this Compact.

SECTION 16. RESERVATION OF RIGHTS UNDER THE ACT

(a) Status of Class II Gaming. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any class II gaming as defined in the Act, whether conducted within or without the Gaming Facilities, or to confer upon the State any jurisdiction over such class II gaming conducted by the Tribe on its Reservation.

(b) Prohibition on Taxation by the State. Except as provided in Section 12 of this Compact, nothing in this Compact shall be deemed to authorize the State or any political subdivision thereof to impose any tax, fee, charge or assessment upon the Tribe or any Tribal Gaming Operation except for the payment of assessments expressly authorized pursuant to Section 12 of this Compact.

(c) Tax Documentation. For purposes of cooperation, the Tribe agrees to provide the State with a certified copy of the documentation provided to the Internal Revenue Service by the Tribe indicating gaming winnings of patrons of the Gaming Operation.

(d) Preservation of Tribal Self-Government. Nothing in this Compact shall be deemed to authorize the State to regulate in any manner the government of the Tribe, or to interfere in any manner with the Tribe's selection of its governmental officers including members of the Tribal Gaming Agency.

SECTION 17. AMENDMENTS

The terms and conditions of this Compact shall not be modified, amended or otherwise altered except by written agreement of the parties and approved by the Secretary of the Interior.

SECTION 18. SEVERABILITY

If any part of this Compact is finally found to be in violation of any applicable law by a court of competent jurisdiction, the illegal portion shall be severed from this Compact if possible and the remainder of this Compact shall remain valid and enforceable provided that continuation of the Compact does not alter the fundamental intent of the parties.

SECTION 19. THIRD PARTY BENEFICIARIES

This Compact is not intended to create any third-party beneficiaries and is entered into solely for the benefit of the Cocopah Indian Tribe and the State of Arizona.

SECTION 20. NOTICES

Unless otherwise indicated, all notices, payments, requests, reports or demands shall be made in writing and shall be personally delivered, delivered by private courier, or sent by first class certified or registered United States mail, postage paid, return receipt requested, and sent to the other party at the addresses appearing below.

THE STATE OF ARIZONA
OFFICE OF THE GOVERNOR
1700 West Washington, 9th Floor
Phoenix, Arizona 85007

COCOPAH INDIAN TRIBE
COCOPAH TRIBAL COUNCIL
Bin G
Somerton, Arizona 85350

SECTION 21. COUNTERPARTS

This Compact may be executed by the parties in any number of separate counterparts with the same effect as if the signatures were upon the same instrument.

SECTION 22. EFFECTIVE DATE AND DURATION

(a) Effective Date. This Compact shall be effective upon signature by both parties, approval by the Secretary of the Interior and publication by the Secretary in the Federal Register in accordance with the Act.

(b) Duration. This Compact shall remain in full force and effect until June 30, 2000,

provided that the parties may, by mutual agreement, extend the Compact duration.

(c) Termination. This Compact shall terminate immediately upon the occurrence of one of the following events:

(i) This Compact is voluntarily terminated by mutual consent of the parties;

(ii) This Compact is determined to be invalid pursuant to a final, non-appealable judgment by a Court of competent jurisdiction;

(iii) The federal laws authorizing gaming on Indian lands are repealed or the gaming authorized by this Compact is otherwise prohibited as a matter of federal law;

(iv) The laws of the State of Arizona are amended to prohibit the class III gaming authorized by this Compact;

(v) The Tribe adopts an ordinance or resolution revoking Tribal authority to conduct class III gaming upon Tribal lands as provided in 25 U.S.C. § 2710(d)(2)(D).

(d) Reconsideration. The parties may discuss and reconsider Sections 4, 5, 7, 11, 12, 14 and Appendix A upon written notice and request by either party if and when circumstances and events unforeseen at the time of the negotiation and execution of this Compact occur meriting discussion and reconsideration of such provisions; provided, if any reconsideration of Section 14 would require additional expenditure of Tribal funds, then the source of such funds must be addressed. If discussions are unsuccessful, the matter shall be resolved pursuant to Section 15.

SECTION 23. GOVERNING LAW

This Compact shall be governed by and construed in accordance with the laws of the United States, ordinances of the Tribe and the laws of the State.

SECTION 24. AUTHORITY TO EXECUTE

Each of the undersigned represents that he/she is duly authorized and has the authority to execute this Compact on behalf of the party for whom he/she is signing.

STATE OF ARIZONA

FIFE SYMINGTON
GOVERNOR

DATE: 7/28/92

COCOPAH INDIAN TRIBE

DALE PHILLIPS
CHAIRMAN

DATE: 7/28/92

APPROVED:

Assistant Secretary - Indian Affairs
Department of the Interior

AUG 17 1992
DATE

APPENDIX A

TRIBAL/STATE COMPACT BETWEEN THE COCOPAH INDIAN TRIBE AND THE STATE OF ARIZONA

TECHNICAL STANDARDS FOR ELECTRONIC GAMES OF CHANCE

TECHNICAL STANDARDS FOR ELECTRONIC GAMES OF CHANCE

SECTION 1. DEFINITIONS.

For the purposes of this Compact:

(a) "Credit" means the smallest unit of value that may be used to play a game on an electronic game of chance or that may be redeemed in currency.

(b) "Distributor" means a person who obtains an electronic game of chance from a manufacturer and who intends to furnish it to the Tribe.

(c) "Manufacturer" means a person who manufactures, produces, or assembles an electronic game of chance and who intends to furnish it to a distributor or the Tribe.

(d) "Electronic Game of Chance" means a microprocessor-controlled electronic device which allows a player to play games of chance, some of which are affected by skill, which device is activated by the insertion of a coin or currency, or by the use of a credit and which awards game credits, cash or tokens, and which utilizes a coin drop hopper. Game play may be displayed by:

(i) Video facsimile; or

(ii) Mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence, or lack thereof, of a winning combination and pay out, if any.

SECTION 2. TESTING AND APPROVAL OF ELECTRONIC GAMES OF CHANCE.

No electronic game of chance may be purchased, leased or otherwise acquired by the Tribe unless:

(a) The electronic game of chance is purchased, leased or acquired from a manufacturer or distributor licensed by the Tribe and certified by the State to sell, lease or distribute electronic games of chance by the Tribe and

(b) The electronic game of chance, or a prototype thereof, has been tested, approved and certified by a gaming test laboratory as meeting the requirements and standards of this Compact.

For purposes of this Compact, a gaming test laboratory is a laboratory designated in writing by the Tribe and the State Gaming Agency as competent and qualified to conduct scientific tests and evaluations of electronic games of chance and related equipment. A laboratory operated by or under contract with the State or by or under contract with the States of Minnesota, Nevada, New Jersey, South Dakota, or Wisconsin constitutes a designated gaming test laboratory.

SECTION 3. APPLICATION FOR APPROVAL OF PROTOTYPE ELECTRONIC GAMES OF CHANCE.

In order to obtain the necessary approval and certification, the Tribe shall require that the gaming test laboratory and the State Gaming Agency each be provided with one copy of electronic game of chance illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes and hexadecimal dumps (the compiled computer program represented in base 16 format) and any other necessary prototype information.

SECTION 4. TESTING OF ELECTRONIC GAMES OF CHANCE.

If required by the gaming test laboratory, the Tribe shall require the manufacturer or distributor to transport not more than two working models of the electronic game of chance and related equipment to a location designated by the laboratory for testing, examination and analysis. The Tribe shall require the manufacturer or distributor to pay for any and all costs for the transportation, testing, examination and analysis. The testing, examination and analysis may include the entire dismantling of the electronic games of chance and related equipment and some tests may result in damage or destruction to one or more electronic components of the devices. If required by the laboratory, the Tribe must provide, or require the manufacturer to provide, specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis.

SECTION 5. REPORT OF TEST RESULTS.

At the conclusion of each test, the laboratory shall provide to the Tribe and to the State Gaming Agency a certified affidavit that contains findings, conclusions and a determination that the electronic game of chance and related equipment conforms or fails to conform to the technical requirements and standards set forth in this Compact. If modifications can be made which would bring the electronic game of chance or related equipment into compliance, the report may contain

recommendations for such modifications.

SECTION 6. MODIFICATIONS OF APPROVED ELECTRONIC GAMES OF CHANCE.

No modification to the assembly or operational functions of any electronic game of chance or related equipment may be made after testing and installation unless the gaming test laboratory certifies to the Tribe and the State Gaming Agency that the modified electronic game of chance conforms to the standards of this Compact. All proposed modifications shall be described in a written request made to the State Gaming Agency and the Tribe, which contains information describing the modification, the reason therefor and all documentation required by the laboratory. If the State Gaming Agency and the Tribal Gaming Agency agree that a modification is warranted, the documentation shall be forwarded to the gaming test laboratory. The State Gaming Agency and Tribal Gaming Agency will jointly agree to a temporary certification of the modifications for up to 15 days pending compliance with this Section.

SECTION 7. CONFORMITY TO TECHNICAL STANDARDS.

The Tribe shall require the manufacturer or distributor to certify, in writing, that, upon installation, each electronic game of chance:

(a) Conforms precisely to the exact specifications of the electronic game of chance prototype tested and approved by the gaming test laboratory; and

(b) Operates and plays in accordance with the technical standards set forth in this Compact.

A copy of the certification document shall be forwarded to the State Gaming Agency.

SECTION 8. REPORTS TO TRIBE AND STATE GAMING AGENCY.

(a) Installation and Operation. Prior to installation of an electronic game of chance, the manufacturer or distributor shall report in writing to the Tribe and the State Gaming Agency the following information for each electronic game of chance, including, but not limited to:

(i) The type of electronic game of chance;

(ii) The game's serial number;

(iii) The game's manufacturer;

(iv) The person from whom the game was acquired; the means by which the game was transported into the State and the name and street address of any common carrier or other person transporting the game;

(v) The certification required under Section 7, above;

(vi) The unique identification number assigned by the Tribe under Section 9 (n), below.

(vii) The Erasable Programmable Read Only Memory ("EPROM") chip's identification number;

(viii) The location in which the game will be placed, and

(ix) The date of installation.

(b) Removal from Play. Upon removal of an electronic game of chance from a tribal gaming facility, the manufacturer or distributor shall report in writing to the Tribe and the State Gaming Agency the following information:

(i) The date on which it was removed;

(ii) The game's destination; and

(iii) The name of the person to whom the equipment is to be transferred, including the person's street address, business and home telephone numbers; the means by which the game is to be transported and the name and street address of any common carrier or other person transporting the game.

SECTION 9. HARDWARE REQUIREMENTS FOR ELECTRONIC GAMES OF CHANCE.

Electronic games of chance operated under this Compact must meet the following specifications:

(a) Physical Hazard. Electrical and mechanical parts and design principles of the electronic games of chance may not subject a player to physical hazards.

(b) Surge Protector. A surge protector must be installed on the line that feeds power to the electronic game of chance.

(c) Battery Backup. A battery backup or an equivalent shall be installed on the electronic game of chance for the electronic meters and must be capable of maintaining the accuracy of all information required by this Compact for 180 days after power is discontinued from the machine. The backup device shall be kept within the locked microprocessor compartment.

(d) On/Off Switch. An on/off switch that controls the electrical current used in the operation of an electronic game of chance and any associated equipment must be located in a place which is readily accessible within the interior of the machine.

(e) Static Discharge. The operation of each electronic game of chance must not be adversely affected by static discharge or other electromagnetic interference.

(f) Approved Coin and Bill Acceptors. At least one electronic coin acceptor must be installed in or on each electronic game of chance. The devices may also contain bill acceptors for denominations determined by the Tribe. Prior to operation, all model of coin and bill acceptors installed must be tested and approved in writing by a gaming test laboratory as provided in Section 2, above.

(g) Cabinet Security.

(i) The cabinet or interior area of the electronic game of chance shall be locked and not readily accessible.

(ii) Each electronic game of chance shall communicate with an on-line electronic game management system (either a dedicated line or a dial-up system) approved by the State and Tribe, that provides permanent sequential tracking and which permits monitoring of error conditions on a printed medium for future use and which records the following information:

(A) Amount deposited in the machine through coin collectors and bill acceptors;

(B) Amount paid out by machine;

(C) Amount of net revenue to the machine;

(D) Time of day in twenty-four hour format

showing hours and minutes;

(E) Date;

(F) Machine serial number;

(G) Terminal number;

(H) Number of times the microprocessor compartment as been opened;

(I) Number of times the cash compartment has been opened; and

(J) The number of times the cabinet has been opened.

(iii) Electronic games of chance utilizing coin drop hoppers are permitted.

(iv) The term "error conditions" as used in this subparagraph includes:

(A) Cabinet door open and cash compartment door open.

(B) Coin-in tilt and reverse coin-in tilt.

(C) Hopper empty, hopper jam, or hopper runaway/malfunction.

(h) Repairs and Service. A licensed and certified agent or employee of the Tribe may open the gaming cabinet to effect repairs and service, but shall do so only in the presence of an authorized agent or inspector of the Tribal Gaming Agency.

(i) Microprocessor Compartment. The compartment containing the microprocessor-controlled device within the cabinet of the electronic game of chance must be locked and sealed and unlocked by a different key than the key which unlocks the cabinet or cash compartment. The compartment may only be opened in the presence of an authorized agent of the Tribal Gaming Agency. The key to the microprocessor compartment shall be kept by the Tribe in a secure place.

(j) Access to Cabinet. A log shall be maintained disclosing the identity of all persons accessing the gaming device cabinet or microprocessor compartment, including the date, time and reason for entry.

(k) Secure Electronic Components.

(i) Logic Boards and EPROM chips and other logic control components shall be located in a separate compartment within the electronic game of chance and that compartment shall be sealed and locked with a different key or combination than that used for the main cabinet door and cash compartment.

(ii) Upon installation, the Tribe shall affix or cause to be affixed to the EPROM chip of each electronic game of chance a strip of security tape, capable of evidencing the removal of the EPROM chip if the EPROM chip is removed from the circuit board. The security tape shall be secured and available only to the authorized personnel of the Tribal Gaming Agency. The Tribe and the State Gaming Agency shall maintain accurate and complete records of the identification number of each EPROM chip installed in each electronic game of chance.

(l) Secure Cash Compartment. The coins and currency compartment shall be locked separately from the main cabinet area and secured with a different key or combination than used for the main cabinet door, except that a separate cash compartment shall not be required for coins necessary to pay prizes in a machine which pays prizes through a drop hopper as permitted in this Section. Cash compartment keys must be kept in a secure location. Except as provided in this section, the compartment in which the inserted coins and bills are deposited shall be locked at all times. An employee or official of the Tribe may open the cash compartment in the gaming cabinet for the purpose of collecting the accumulated cash. The person collecting the accumulated cash shall record the amount collected.

(m) Hardware Switches or Hardware Modification of Pay Tables or Payouts Prohibited. No hardware switches (DIP Switches) may be installed on an electronic game of chance or on any associated equipment which may alter the pay tables or payout percentages in the operation of the gaming device. Hardware switches may be installed to control the machine's sound.

(n) Operation as Part of a Network. The hardware requirements of this Section shall not be construed to prevent the operation of the electronic game of chance as part of a network within the Tribal Gaming Facility, or between the two Gaming Facilities within the Cocopah Reservation, with an aggregate prize or prizes; provided that an electronic game of chance capable of bi-directional communication with external associated equipment must utilize communication protocol which insures that erroneous data or signals will not adversely affect the operation of the game. The operation of the local network must be approved by the independent gaming test laboratory.

(o) Identification Plates Required. Each electronic game of chance shall have an unremovable identification plate on the exterior of the cabinet which contains the following information:

(i) Manufacturer;

(ii) Serial Number;

(iii) Model Number;

(iv) License stamp and identification number issued by the Tribe and the State Gaming Agency certifying compliance with the technical standards set forth in this Compact.

SECTION 10. SOFTWARE REQUIREMENTS FOR ELECTRONIC GAMES OF CHANCE.

Electronic Games of chance must meet with following specification:

(a) Software Requirements for Randomness Testing. Each electronic game of chance must have a true random number generator which will determine the occurrence of a specific symbol or a specific number to be displayed on the video screen where such symbol, card, or number is wholly or partially determinative of the outcome of a game. A selection process will be considered random if:

(i) Chi-Square Analysis.

Each symbol, card, stop position or number position which is wholly or partially determinative of the outcome of a game, satisfies the 99 percent confidence limit using the standard chi-square analysis.

(ii) Runs Test.

Each symbol, card, stop position or number does not as a significant statistic produce predictable patterns of game elements or occurrences. Each symbol, card, stop position or number will be regarded as random if it meets the 99 percent confidence level with regard to the "runs test" or any generally accepted pattern testing statistic.

(iii) Correlation Analysis.

Each symbol, card, stop position or number is independently chosen without regard for any other symbol, card or number drawn within that game play. Each pair of symbol, card or number positions is considered random if it meets the 99 percent confidence level using standard correlation analysis.

(iv) Serial Correlation Analysis.

Each symbol, card, stop position or number is independently chosen without reference to the same symbol, card, stop position or number in the previous game. Each symbol, card, stop position or number position is considered random if it meets the 99 percent confidence level using standard serial correlation analysis.

(v) Live game correlation.

Video games of chance that are representative of live gambling games must fairly and accurately depict the play of the live game.

(b) Software Requirements for Percentage Payout.

Each electronic game of chance must meet the following maximum and minimum theoretical percentage pay out during the expected lifetime of the game.

(i) Games Not Affected by Player Skill.

Electronic games of chance with game outcomes not affected by player skill shall pay out a minimum of 80 percent and not more than 100 percent of the amount

wagered, including replays. The theoretical payout percentage will be determined using standard methods of probability theory. For the video game of keno, the theoretical payout percentage requirements apply to each number of spots marked, but in no instance less than 75 percent for each wager.

(ii) Games That Are Affected by Player Skill.

Electronic games of chance that are affected by player skill, such as draw poker and blackjack, shall payout a minimum of 83 percent and no more than 100 percent of the amount wagered, including replays. This standard is met when using a method of play which will provide the greatest return to the player over a period of continuous play.

(c) Minimum Probability Standard for Maximum Payout.

Each electronic game of chance must have a probability of obtaining the maximum payout which is greater than 1 in 17,000,000 (ONE IN SEVENTEEN MILLION) for each play.

(d) Software Requirements for Continuation of Game After Malfunction.

Each electronic game of chance must be capable of continuing the current game with all current game features after a game malfunction is cleared automatically or by an attendant. This provision does not apply if a game is rendered totally inoperable; however, the current wager and all player credits prior to the malfunction must be returned to the player.

(e) Software Requirements for Play Transaction Records.

Each game shall maintain electronic accounting meters. Such meters shall be maintained at all times, whether or not the game is being supplied with external power. The following information must be recorded and stored on meters:

(i) Total number of coins or tokens inserted (the meter must count the total number of coins or tokens, or the equivalent value if a bill acceptor is used which are inserted by the players) (the "In Meter");

(ii) Number of coins or tokens automatically paid directly by the machine to the patron (the "Out Meter");

(iii) Number of coins or tokens plus the value of any currency dropped into the machine's Drop Bucket (the "Drop Meter");

(iv) Number of coins or tokens or value of amounts required to be paid manually to winning patrons not including the value of an aggregate prize or prizes which may be awarded under Section 9(m). (the "Manual Jackpot Meter");

(v) Number of coins or tokens or value of amounts or credits that have been paid to a patron in the last complete valid game, which shall be displayed visibly on the front of the machine (the "Win Meter");

(vi) Number of coins, tokens or credits wagered in the current game;

(vii) Number of coins, tokens or credits wagered in the last complete, valid game; and

(viii) Number of cumulative credits representing credits won and money or tokens inserted by a player but not collected (commonly referred to as the "Credit Meter").

(f) No Automatic Clearing of Accounting Meters.

No electronic game of chance shall have a mechanism or program which will cause the electronic accounting meters to automatically clear. The electronic accounting meters may be cleared only after written records of the readings before and after the clearing process are taken by the Tribe, which shall also record the reason the meter was cleared.

SECTION 11. NON-COMPLYING ELECTRONIC GAMES OF CHANCE.

(a) Prohibition. All electronic games of chance operated in violation of this Compact shall be deemed to be non-complying electronic games of chance and are hereby prohibited.

(b) Definition. The following are declared to be non-complying games:

(i) All electronic games of chance operated in violation of this Compact;

(ii) All electronic games of chance to which State Gaming Agency personnel have been denied access for inspection purposes;

(iii) All electronic games of chance not reported as required under Section 8 of these Standards.

(c) Demand for Remedies for Non-Complying Games. Electronic games of chance found to be non-complying shall be so designated in writing by the State Gaming Agency. Within five days of receipt of such written designation, the Tribe shall either:

(i) Accept the allegation of non-compliance, remove the games from play and take appropriate action to ensure that the Tribe, the manufacturer, distributor or other responsible person cures the problem; or

(ii) Arrange for the inspection of the contested equipment, or single example thereof, by a mutually agreed upon independent gaming test laboratory. Any contested electronic game of chance shall be removed from play until such game has been found by the independent laboratory to be in compliance. If the independent laboratory finds that the game or related equipment is non-complying, the non-complying game and related equipment shall be permanently removed from play unless modified to meet the requirements of this Compact. Such games and related equipment removed from play under this paragraph may be returned to play only after tested, approved and certified as provided under Section 2 and reported to the State Gaming Agency as provided under Section 8 of these Standards.

APPENDIX B

ORDINANCE OF THE COCOPAH INDIAN TRIBE GOVERNING GAMING UNDER THE COCOPAH INDIAN TRIBE-STATE OF ARIZONA GAMING COMPACT

COCOPAH TRIBAL GAMING ORDINANCE

SECTION 1. STATEMENT OF POLICY. It is the purpose of this ordinance to provide for the sound regulation of all gaming activities on lands within the jurisdiction of the Cocopah Indian Tribe, in order to protect the public interest in the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, to strengthen tribal self-government and to promote economic self-sufficiency of the Cocopah Indian Tribe.

SECTION 2. DEFINITIONS. For purposes of this Ordinance:

(a) "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §§2701 et seq. and 18 U.S.C. §§ 1166-1168.

(b) "Chairman" means the Chairman of the Cocopah Tribal Gaming Commission established by this Ordinance.

(c) "Class II gaming" means Class II gaming as defined in accordance with the Act, 25 U.S.C. §2703(7)(A).

(d) "Class III gaming" means all forms of gaming that are not Class I gaming or Class II gaming as respectively defined in 25 U.S.C. § 2703 (6) and (7) and the regulations promulgated to clarify such provisions of the Act.

(e) "Commission" means the Cocopah Tribal Gaming Commission established by this Ordinance, and has the same meaning as "Tribal Gaming Agency" under the Compact.

(f) "Compact" means the Tribal-State Compact between the Cocopah Indian Tribe and the State of Arizona.

(g) "Electronic Game of Chance" means a microprocessor-controlled electronic device which allows a player to play games of chance, some of which are affected by skill, which device is activated by the insertion of a token, coin or currency, or by the use of a credit, and which awards game credits, cash, tokens, or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash. Game play may be displayed by:

(i) Video facsimile; or

(ii) Mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence, or lack thereof, of a winning combination and pay-out, if any.

(h) "Executive Director" means the Executive Director of the Cocopah Tribal Gaming Commission established pursuant to this Ordinance.

(i) "Gaming Employee" means a gaming employee as defined in the Compact, and includes primary management officials and key employees of the Gaming Operation.

(j) "Gaming Facility" means the building, room or rooms or that portion of a room in which Class II gaming or Class III gaming authorized under the Compact is conducted on the Cocopah Reservation.

(k) "Gaming Operation" means the enterprise owned by the Tribe on Tribal lands for the conduct of the Class III gaming authorized by the Compact.

(l) "Gaming Services" means the providing of any goods, services or concessions by contract to the Tribe directly in connection with the operation of Class III gaming in a gaming facility in an amount in excess of ten thousand dollars ($10,000) monthly except for professional, legal or accounting services. No contract may be broken up into parts for the purpose of avoiding this definition and any requirement of licensure or certification contained in the Compact.

(m) "National Indian Gaming Commission" means the National Indian Gaming Commission established pursuant to 25 U.S.C. §2704.

(n) "Net Revenues" means gross revenues of a Class III gaming activity less amounts paid out as, or paid for, prizes and total operating expenses including debt service but excluding management fees paid to a management contractor within the meaning of 25 U.S.C. §2711(c).

(o) "Ordinance" means this Cocopah Tribal Gaming Ordinance.

(p) "State" means the State of Arizona, its authorized officials, agents and representatives.

(q) "State Gaming Agency" means the agency of the State as the Governor may from time to time designate by written notice to the Tribe as the state agency primarily responsible for oversight of the Class III gaming as authorized by this Compact.

(r) "Tribe" means the Cocopah Indian Tribe, its authorized officials, agents and representatives.

SECTION 3. ADOPTION OF COMPACT. The Compact is hereby incorporated within and enacted as an integral part of this Ordinance with respect to all forms of Class III gaming, and the Compact including the Appendices thereto is incorporated and made a part of this Ordinance as if set forth in full herein; provided, however, that nothing in the adoption of the Compact herein shall be deemed to affect the operation by the Tribe of any Class II gaming, whether conducted within or without the gaming facilities, or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe on its Reservation.

SECTION 4. AUTHORIZATION FOR GAMING ACTIVITIES.

(a) Forms of Class III gaming authorized. The Tribe may conduct or operate all forms of Class III gaming authorized under the Compact.

(b) Authority for Class II gaming. In addition to the forms of Class III gaming authorized pursuant to section 4(a) hereof, the Tribe shall be authorized to conduct all forms of Class II gaming on the Reservation, including without limitation any form of bingo (whether or not electronic, computer, or other technologic aids are used in connection therewith), pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo so long as played at the same location as bingo.

SECTION 5. COMPLIANCE WITH THE ACT. This Ordinance shall be construed in a manner which conforms to the Act in all respects, and if inconsistent with the Act in any manner the provisions of the Act shall govern.

(a) Limitation on gaming operations. In compliance with 25 U.S.C. §2710(b)(2)(A), the Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming activity on the Reservation; provided, however, that nothing herein shall (i) preclude the Tribe from entering into a Management Contract as authorized under 25 U.S.C. §2711; or (ii) interfere with the exercise by any secured party of its rights under any collateral lease, leasehold mortgage or other financing agreement with the Tribe to enforce its security interests in the premises on which such gaming activities may be conducted, or to enforce its rights against revenues of the Tribe from its gaming activities for the purpose of repayment of the debt obligations of the Tribe to such secured party in accordance with the provisions of such agreements.

(b) Application of net revenues. In compliance with 25 U.S.C. §2710(b)(2) and (3), net revenues from any gaming activity are not to be used for purposes other than:

(i) to fund tribal government operations or programs;

(ii) to provide for the general welfare of the Tribe and its members;

(iii) to promote tribal economic development;

(iv) to donate to charitable organizations;

(v) to help fund operations of local government agencies, or

(vi) any other purposes permitted under the Act.

(c) Annual audit. In compliance with 25 U.S.C. §§2710(b)(2)(C) and (D), the Gaming Operation shall be subject to an audit by independent certified public accountants, not less than annually, and copies of the annual audit shall be provided to the National Indian Gaming Commission. All contracts for supplies, services, or concessions for a contract amount in excess of $25,000 annually (except contracts for professional legal or accounting services) relating to Class II or Class III gaming shall be subject to such audits.

(d) Public safety standards. In compliance with 25 U.S.C. §2710(b)(2)(E), the construction and maintenance of any Gaming Facilities, and the operation of gaming activities, shall be conducted in a manner which adequately protects the environment and the public health and safety and for that purpose shall comply with the requirements of the Compact and all other applicable health, safety and environmental standards enacted by the Tribe.

(e) Background investigations and licensing. In compliance with 25 U.S.C. §2710(b)(2)(F):

(i) All Class III gaming employees, as defined in the Compact, as well as all primary management officials, key employees and principals of the Class III Gaming Operation, shall be subject to the background investigation and licensing requirements of this Ordinance and the Compact, as set forth in the Compact, which include requirements for initial background

investigations and ongoing review for all gaming employees. The Tribe shall notify the National Indian Gaming Commission of the results of the licensing process for its primary management officials and key employees in accordance with such regulations or procedures as the National Indian Gaming Commission may establish.

(ii) All Class II gaming employees who are not subject to background investigations as gaming employees pursuant to the Compact shall be required to obtain a license as a gaming employee from the Commission established pursuant to this Ordinance, and for that purpose the Commission shall conduct background investigations of all such employees and shall deny or revoke such licenses for any employee whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming. The Commission

shall notify the National Indian Gaming Commission of the results of its background investigation for the primary management officials and key employees of its Class II gaming operations who are not licensed as gaming employees pursuant to the Compact, in accordance with such regulations or procedures as the National Indian Gaming Commission may establish.

(iii) Before issuing a license to a gaming employee, the Commission shall forward the results of the appropriate background investigation to the National Indian Gaming Commission in such form as shall be required by the National Indian Gaming Commission.

(iv) If the Commission determines, on the basis of the background investigation conducted under subsection (i) and such other information as it may obtain, that the applicant is qualified for a gaming employee license, the Commission may, but shall not be required to issue such license. The Commission, at its sole discretion, may impose any qualifications to such license it deems appropriate, or may

refuse to issue such license despite an applicant's qualifications.

(v) All persons who are not gaming employees but work at any facility where authorized gaming occurs or is supervised or administered, must obtain a non-gaming work permit. Such work permits shall be issued upon determining that the employee is not a threat to the effective regulation of gaming and creates no risk or enhances no danger of unfair or illegal practices, methods or activities in the conduct of gaming on the reservation. All applicants for work permits shall provide the information required in the Compact.

(vi) Any person or entity proposing to sell or lease Electronic Games of Chance, other Gaming Devices or Gaming Services to the Tribe shall be licensed to do so. The procedures for such license and the standards therefor are the same as those applicable to gaming employees herein, except that if applicant is a corporation, trust or partnership, applications must be made by any person or

entity holding 10% or more of any beneficial or legal interest therein.

SECTION 6. PENALTIES. Any individual who violates any provision of this Ordinance, including the provisions of the Compact incorporated herein, shall be subject to civil penalties including exclusion from employment by any Tribal Gaming Operation, denial or revocation of a tribal gaming license, exclusion from attendance at any Tribal Gaming Facility, exclusion from the Reservation if a non-member of the Tribe, or, with respect to any person subject to the jurisdiction of the Tribe to impose such fines, a fine of not more than $500.00 for each such violation. The Commission established pursuant to this Ordinance shall have the jurisdiction to impose any such penalties on any person within the jurisdiction of the Tribe to impose such penalties.

SECTION 7. TRIBAL GAMING COMMISSION.

(a) Establishment of Commission. There shall be established a Cocopah Tribal Gaming Commission consisting of a chairman and two other members who shall be appointed by the Tribal Chairman with the advice and consent of the Tribal Council, at least two of whom shall be members of the Tribe, but none of whom shall be employees of the Gaming Operation, and who shall each serve for a term of three years commencing on the date of their appointment; provided, that the initial members so appointed shall serve for terms deemed to commence on June 1, 1992, and one of the initial members appointed shall be designated to serve for an initial term of one year and one of the initial members appointed

shall be designated to serve for an initial term of two years. The members of the Commission shall serve on a part time basis and the compensation of members of the Commission shall be established by the Tribal Council. Members of the Commission may be removed for cause by a three-fourths (3/4) vote of the members of the Tribal Council then in office. Vacancies in the Commission may be filled by appointment by the Tribal Chairman with the advice and consent of the Tribal Council. No member or employee of the Commission shall participate as a player in any gaming activity conducted by the Tribe.

(b) Powers and duties of Commission. The Commission shall have the following powers and duties:

(i) The Commission shall have primary responsibility for oversight of the tribal Gaming Operation to assure the integrity of such operation and shall, for that purpose, employ non-uniformed inspectors who may be present in all gaming facilities during all hours of operation and who shall be under the sole supervision of the Commission and not under the supervision of any management employees of the Tribal Gaming Operation. Such inspectors shall have unfettered access to all areas of the Gaming Facilities at all times, and personnel employed by the Gaming

Operation shall for such purposes provide such inspectors access to locked and secure areas of the gaming facilities in accordance with the standards of operation and management promulgated pursuant to the Compact. Such inspectors shall report to the Commission regarding any failure by the Gaming Operation to comply with any of the provisions of the Compact or this Ordinance and any other applicable laws and ordinances. Inspectors assigned by the Commission may also receive consumer complaints within the gaming facilities and shall assist in seeking voluntary resolution of such complaints. Inspectors appointed by the Commission shall be licensed as gaming employees in accordance with the Compact.

(ii) The Commission may on its own initiative investigate any aspect of the Gaming Operation in order to protect the public interest in the integrity of such gaming activities and to prevent improper or unlawful conduct in the course of such gaming activities, and shall investigate any report of a failure of the Gaming Operation to comply with the provisions

of the Compact or this Ordinance and may require the Gaming Operation to take any corrective action deemed necessary by the Commission upon such terms and conditions as the Commission may determine appropriate. The Commission may compel any person employed by or doing business with the Gaming Operation to appear before it and to provide such information, documents or other materials as may be in their possession to assist in any such investigation.

(iii) The Commission shall carry out each of the responsibilities and duties set forth for the Tribal Gaming Agency in the Compact.

(iv) The Commission shall prepare a plan for the protection of public safety and the physical security of patrons in each of its gaming facilities, setting forth the respective responsibilities of the Commission, the security department of the Gaming Operation, any Tribal police agency, and if appropriate, any State or local policy agency.

(v) The Commission shall review and approve floor plans and surveillance systems for each gaming facility and may confer with the State Gaming Agency or other organizations regarding the adequacy of such plans and systems.

(vi) The Commission may promulgate, review and revise (as necessary) regulations to govern the operation and management of the Gaming Operation in accordance with the Compact.

(vii) The Commission may issue and revoke licenses for Class III gaming employees in accordance with section 4(e)(i) of this Ordinance.

(viii) The Commission may issue and revoke licenses for Class II gaming employees in accordance with section 4(e)(ii) of this Ordinance.

(ix) The Commission shall establish a list of persons barred from the gaming facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Tribe.

(x) The Commission shall promulgate, review and revise (as necessary) the Technical Standards and rules of each game of chance operated by the Tribe pursuant to the Compact and shall in accordance with the provisions of the Compact notify the State Gaming Agency of such rules and of any change in such rules.

(xi) The Commission shall enforce the health and safety standards applicable to the Gaming Facilities in accordance with section 5(d) of this Ordinance. Prior to the opening of any facility for Class III gaming the Gaming Operation shall obtain a certificate of compliance from the Commission relating to the Class III Gaming Facilities. The Commission shall issue a certificate of compliance to the Gaming Operation upon a determination that the Gaming Facilities comply with such standards.

(xii) The Commission may impose penalties for violations of this Ordinance or the Compact in accordance with section 6 of this Ordinance.

(xiii) The Commission may in the name of the Tribe bring any civil action or criminal complaint

in the courts of the Tribe, State or the United States to enforce the provisions of this Ordinance, the Act or the Compact or to enjoin or otherwise prevent any violation of this Ordinance, the Act or the Compact, occurring on the Reservation.

(xiv) The Commission may receive any complaint from an employee of the Gaming Operation or any member of the public who is or claims to be adversely affected by an act or omission of the Gaming Operation or any employee thereof which is asserted to violate this Ordinance or the Compact, and may impose such remedial action as it deems appropriate to bring the Gaming Operation into compliance with such provisions. The Commission may for this purpose, in its sole discretion, conduct a hearing and receive evidence with regard to such complaint if it deems an evidentiary proceeding useful in the resolution of such complaint.

(xv) The Commission shall adopt an annual operating budget which shall be subject to the approval of the Tribal Council and may in accordance

with said budget employ such staff from time to time as it deems necessary to fulfill its responsibilities under this Ordinance, and may retain legal counsel, consultants and other professional services including investigative services to assist the Commission with respect to any of the issues over which the Commission exercises jurisdiction. The expenses of the Commission in accordance with such budget shall be assessed against the Gaming Operation and the Gaming Operation shall pay such assessments to the Tribe.

(c) Chairman. The Chairman of the Commission or any other member of the Commission acting in the absence of the Chairman may, whenever he deems it necessary to protect the public interest in the integrity of Tribal gaming operations, issue in the name of the Commission any order which the Commission has the power to issue, to the Gaming Operation or to any employee or contractor of the Gaming Operation or to any other person within the jurisdiction of the Tribe, to take any action or cease and desist from any action as may be required to protect to the public interest; provided, that such order shall be subject to review by the Commission at its earliest opportunity, whereupon it may be confirmed or vacated by the Commission.

(d) Executive Director. The Commission shall appoint an individual to serve as Executive Director of the Commission to

administer its responsibilities as necessary and to oversee inspectors appointed by the Commission as well as such other staff as the Commission may from time to time employ. The Executive Director shall be responsible for coordination of the functions of the Commission with the State Gaming Agency and other federal, state and local agencies as necessary. The Chairman may request the Executive Director to conduct a preliminary investigation and render a recommendation to the Commission with respect to the grant or denial of any license, the imposition of any penalty, the investigation of any complaint, or any other action within the jurisdiction of the Commission. The Executive Director shall have the power, in the name of the Commission, to conduct any hearing, investigation or inquiry, compel the production of any information or documents, and otherwise exercise the investigatory powers of the Commission, which the Commission may exercise under this Ordinance.

(e) Procedures of the Commission.

(i) Regular meetings of the Commission may be held upon such notice, or without notice, and at such time and place as shall from time to time be fixed by the Commission. Unless otherwise specified by the Commission, no notice of such regular meetings shall be necessary.

(ii) Special meetings of the Commission may be called by the Chairman or the Executive

Director. The person or persons calling the special meeting shall fix the time and place thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Commission need to be specified in the notice of the meeting.

(iii) At any meeting of the Commission, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission. The Chairman shall preside at all meetings of the Commission unless the Chairman designates another member to preside in his absence.

(iv) Any action required or permitted to be taken at a meeting of the Commission may be taken without a meeting if all of the members sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of the Commission, and shall have the

same effect as a unanimous vote or resolution of the Commission at a legal meeting thereof.

(v) Members of the Commission may participate in a meeting of the Commission by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such matter by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.

(vi) No action of the Commission to impose a penalty pursuant to section 6 of this Ordinance, or to revoke a license for a gaming employee previously issued by the Commission, shall be valid unless the person affected is given at least seven days' notice of the proposed action and the opportunity to appear and be heard before the Commission, either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue; provided, that if the Commission deems

it necessary to protect the public interest in the integrity of the gaming activities, the Commission may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person as soon as is reasonably practicable following such action. Any person who is denied an initial gaming employee license or who is barred from the gaming facilities by action of the Commission may request a hearing before the Commission by written request submitted within thirty days following receipt of notice of the action of the Commission, and the Commission shall thereupon afford an opportunity to appear and be heard before the Commission, either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue and thereafter the Commission shall either affirm or reconsider its decision. Any hearing conducted under this sub-section may at the direction of the Commission be conducted by the Executive Director or by one or more members of the Commission designated by the Commission for that purpose.

(vii) The Commission may adopt such additional procedures and rules as it deems necessary or convenient to govern its affairs and which are consistent with this Ordinance and the Compact.

SECTION 8. STANDARDS OF OPERATION AND MANAGEMENT.

(a) Class III gaming. The initial technical standards of operation and management for Class III gaming adopted in accordance with the Compact shall be those set forth as Appendix A of the Compact.

(b) Class II gaming. The Commission may adopt standards of operation and management for Class II gaming, and pending such adoption, may direct the Gaming Operation to comply with such standards as the Commission may determine necessary to protect the integrity of such Class II games.

SECTION 9. PROHIBITED ACTS.

It shall be a violation of this Ordinance for any person to:

(a) Conduct or participate in any Class II or Class III Gaming Operation on the Reservation other than at the Gaming Facilities.

(b) Receive, distribute, apply or divert any property, funds, proceeds or other assets of the Gaming Operation to the benefit of any individual or any other person except as authorized by this Ordinance, the Compact or the Act.

(c) Tamper with any equipment used in the conduct of tribal gaming operations with the intent to cause any person to win or lose any wager other than in accordance with the publicly-announced rules of such gaming operations.

(d) Do any other act in connection with the conduct of the tribal gaming operations with the intent to affect the outcome of any wager other than in accordance with the publicly-announced rules of such gaming operations.

(e) To alter or misrepresent the outcome or other event on which wagers have been made after the outcome is made sure but before it is revealed to the players.

(f) To place, increase or decrease a bet or to determine the course of play after acquiring knowledge, not available to all players, of the outcome of the game or any event that affects the outcome of the game or which is the subject of the bet or to aid anyone in acquiring such knowledge for the purpose of placing, increasing or decreasing a bet or determining the course of play contingent upon that event or outcome.

(g) To claim, collect or take, or attempt to claim, collect or take, money or anything of value in or from a gaming device, with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won.

(h) To place or increase a bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including past-posting and pressing bets.

(i) To reduce the amount wagered or cancel the bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including pinching bets.

(j) To manipulate, with the intent to cheat, any component of an electronic game of chance or gaming device in a manner contrary to the designed and normal operational purpose for the component, including, but not limited to manipulating a gaming device, with knowledge that the manipulation affects the outcome of the game or with knowledge of any event that affects the outcome of the game.

(k) Knowingly to use other than coins or tokens approved by the Commission or other lawful coin, legal tender of the United States of America, or to use a coin not of the same denomination as the coin intended to be used in the gaming device.

(l) To possess, with the intent to use, any device to assist in projecting the outcome of the game, in keeping track of the cards played, in analyzing the probability of the occurrence of an event relating to the game, or in analyzing the strategy for playing or betting to be used in the game.

(m) To use any device or means to cheat, or to possess any such device while at the Gaming Facility.

(n) Knowingly to entice or induce another to go to any place where gaming is being conducted or operated in violation of the provisions of this Compact or the Tribal ordinances, with the intent that the other person play or participate in that gaming.

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CERTIFICATION

The foregoing Cocopah Tribal Gaming Ordinance was duly adopted at a meeting of the Cocopah Tribal Council held on this 30th day of July, 1992, at which 4 members were present constituting the required quorum, by a vote of 3 for, 0 against, 0 abstaining.

Chairman,

Attest:

Secretary,

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