United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

NOV 10 1992

Honorable Earl Barbry, Sr.
Chairman, Tunica-Biloxi Indian
Tribe of Louisiana
P.O. Box 311
Mansura, Louisiana 71351

Dear Chairman Barbry:

On October 6, 1992, we received the Tribal-State Compact for the Conduct of Class III Gaming Between the Tunica-Biloxi Indian Tribe of Louisiana (Tribe) and the State of Louisiana (State) enacted on September 23, 1992. On November 9, 1992, we received the "Amendment to the Tribal-State Compact for the Conduct of Class III Gaming Between the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana," accompanied by Tunica-Biloxi Indians of Louisiana Resolution #19-92, dated November 2, 1992.

We have reviewed the Compact and conclude that the Compact, as amended, does not violate the Indian Gaming Regulatory Act (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact, as amended. This 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.

In our initial review of the Compact, we noted that Section 12(C) requires the Tribe to make quarterly financial contributions to the State. These contributions are based on a percentage of net revenues received from Class III gaming less amounts paid for prizes and total operating expenses excluding management fees. The amount of net revenues contributed for the first year of operation is 0%; for the second, 2%; for the third, 4%; and for the fourth, and every year thereafter, 6%. The Compact, as originally submitted, stated that these contributions would impose no additional obligations or liabilities on the Tribe; however, no justification was given for the percentages, and no explanation was given concerning what expenses were to be defrayed. We were concerned that this provision could be construed as a tax, fee, charge or other assessment upon the Tribe which would violate Section 11(d)(4) of the IGRA.

However, the "Amendment to the Tribal-State Compact for the Conduct of Class III Gaming Between the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana" clarifies that the Section 12(C) contributions will be used "to offset and defray the expenses of Avoyelles Parish, resulting from the conduct of Class III gaming." Because Section 11(a)(2)(b)(v) of the IGRA allows net revenues from tribal gaming to be used to help fund operations of local government agencies, we find that Section 12(C), as amended, does not violate the IGRA.

Section 10 (A)(2) of the Compact provides for the purchase, sale and serving of alcoholic beverages in any gaming facility. The possession or sale of liquor in Indian country is a violation of Federal criminal law unless the liquor is sold in compliance with a duly-adopted tribal ordinance authorizing such sale, certified by the Secretary of the Interior and published in the FEDERAL REGISTER (18 U.S.C. § 1161). The Area Director, Eastern Area Office, can provide the necessary technical assistance to develop a liquor ordinance.

Please be advised that Section 11(d) of the IGRA requires the Chairman of the National Indian Gaming Commission (NIGC) to approve tribal ordinances authorizing Class III gaming. On July 8, 1992, the NIGC's proposed regulations to govern 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 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 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 venture.

Sincerely,

/s/ David J. Matheson

ActingAssistant Secretary - Indian Affairs

Enclosures

Identical Letter to: Honorable Edwin W. Edwards
Governor of Louisiana
P.O. Box 94004
Baton Rouge, Louisiana 70804

cc: Eastern Area Director w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Kevin Meisner, SOL
Southeast Regional Solicitor w/copy of approved Compact
Louisiana United States Attorney w/copy of approved Compact

Indian Gaming; Tunica-Biloxi Tribe

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 Tribal-State Compact for the Conduct of Class III Gaming Between the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, which was enacted on September 23, 1992 and amended on November 11, 1992.

DATES: November 18, 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: Hilda Manuel, Interim Staff Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219-0094.

Dated: November 10, 1992.

David J. Matheson,

Assistant Secretary-Indian Affairs.

[FR Doc. 92-27918 Filed 11-17-92; 8:45 am]

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TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

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TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

WHEREAS, the **Tunica-Biloxi Indian Tribe of Louisiana** is a sovereign Indian Nation that possesses powers of self-government, and is recognized as an Indian Tribe by the United States of America; and

WHEREAS, the **Tunica-Biloxi Indian Tribe of Louisiana** possesses Indian lands that are located within the **State of Louisiana**, and that are held in trust by the United States of America; and

WHEREAS, in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes; and

WHEREAS, the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

WHEREAS, the Congress of the United States of America has found that "Indian Tribes have the exclusive right to regulate gaming activity on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not as a matter of criminal law and public policy prohibit such gaming activity"; and

WHEREAS, certain gaming activities have been authorized by the **State of Louisiana** by the enactment of the Louisiana Riverboat Economic Development and Gaming Control Act, and the Louisiana Economic Development and Gaming Corporation Act; and

WHEREAS, the **Tunica-Biloxi Indian Tribe of Louisiana** is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution No. ____ of the Tunica-Biloxi Tribal Council, and by the Indian Gaming Regulatory Act; and

WHEREAS, the **State of Louisiana** is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, and by the Indian Gaming Regulatory Act;

NOW THEREFORE WE, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**, by virtue of the authority vested through the Constitution and laws of the United States of America and of the **State of Louisiana**, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby enter into this Tribal-State Compact for the conduct of Class III gaming, as is set forth more fully herein and enumerated below:

SECTION 1: INTERPRETATION OF TRIBAL-STATE COMPACT

(A) Nothing in this Tribal-State Compact shall be applicable to any issues that are endemic to the **Tunica-Biloxi Indian Tribe of Louisiana**, or to any issues that are not related to the conduct of Class III gaming. This Tribal-State Compact shall be governed by and construed in accordance with the Constitution and laws of the **State of Louisiana**. Where this Tribal-State Compact is silent, the Constitution and laws of the **State of Louisiana** apply to all aspects of the relationship between the parties.

(B) When this Tribal-State Compact is clear and unambiguous and its application does not lead to absurd consequences, this Tribal-State Compact shall be applied as written and no further interpretation may be made in search of the intent of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.** When the language of this Tribal-State Compact is susceptible of different

meanings, it must be interpreted as having the meaning that best conforms to the purposes of this Tribal-State Compact. The words of this Tribal-State Compact must be given their generally prevailing meaning. Words of art and technical terms must be given their technical meaning when this Tribal-State Compact involves a technical matter, and when applicable, they must be given their identical meaning as provided in the Indian Gaming Regulatory Act. When the words of this Tribal-State Compact are ambiguous, their meaning must be sought by examining the context in which they occur and the text of this Tribal-State Compact as a whole. Words on the same subject matter must be interpreted in reference to each other.

(C) Unless the context of this Tribal-State Compact clearly indicates otherwise:

(1) Words used in the singular number apply also to the plural.

(2) Words used in the plural number include the singular.

(3) Words used in one gender apply also to the other.

(4) The word "shall" is mandatory and the word "may" is permissive.

(5) The word "and" indicates the conjunctive.

(6) The word "or" indicates the disjunctive.

(7) When words are phrased in the disjunctive followed by the words "or both" both the conjunctive and disjunctive are intended.

(8) The word "and" or "or" between the last two items in a series applies to the entire series.

(D) All rights and obligations of the **State of Louisiana** pursuant to this Tribal-State Compact shall be exercised and satisfied by the Governor of the **State of Louisiana** in his official capacity, his designees, or the Department of Public Safety and Corrections.

SECTION 2: EFFECT OF TRIBAL-STATE COMPACT

(A) The **Tunica-Biloxi Indian Tribe of Louisiana** shall have all necessary power and authority to conduct Class III gaming on its Indian lands that are described in Appendix A to this Tribal-State Compact. The **Tunica-Biloxi Indian Tribe of Louisiana** shall conduct all gaming activity pursuant to the terms and conditions of this Tribal-State Compact, the Indian Gaming Regulatory Act, and all other applicable State and federal laws.

(B) Nothing in this Tribal-State Compact shall be deemed to authorize the **State of Louisiana** to impose any tax, fee, charge, or assessment upon the **Tunica-Biloxi Indian Tribe of Louisiana,** or upon any Tribal gaming operation, except as expressly authorized pursuant to this Tribal-State Compact.

(C) Nothing in this Tribal-State Compact shall be deemed to admit, concede, or waive any right or obligation of the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana** relative to any taxing authority vested in the **State of Louisiana** by the Constitution and laws of the United States of America and the **State of Louisiana.**

(D) Nothing in this Tribal-State Compact shall be deemed to authorize the **State of Louisiana** to regulate the government of the **Tunica-Biloxi Indian Tribe of Louisiana** in any manner, including the Tribal Gaming Commission, or to interfere with the selection of its governmental officers, including the Tribal Gaming Commission. No licensing or certification requirement contemplated by this Tribal-State Compact shall be applicable to such officers with respect to their capacity as officers of the **Tunica-Biloxi Indian Tribe of Louisiana.**

(E) Nothing in this Tribal-State Compact shall be deemed to effect the operation of any Class II gaming, whether or not conducted within the gaming facilities, or to confer upon the **State of Louisiana** any jurisdiction over Class II gaming conducted by the **Tunica-Biloxi Indian Tribe of Louisiana** on its Indian lands.

(F) Each provision, section, and subsection of this Tribal-State Compact shall stand separate and independent of every other provision, section, and

subsection. In the event that a court of proper authority and jurisdiction shall find any provision, section, or subsection of this Tribal-State Compact to be invalid or invalid as applied, then the remaining provisions, sections, and subsections of this Tribal-State Compact shall remain in full force and effect.

(G) The **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** agree that by entering into this Tribal-State Compact, neither shall be deemed to have waived any rights pursuant to the Indian Gaming Regulatory Act. In the event that the **State of Louisiana** should refuse to enter into a Tribal-State Compact concerning other forms of Class III gaming, neither the **Tunica-Biloxi Indian Tribe of Louisiana** nor the **State of Louisiana** shall be deemed to have waived any rights, arguments, or defenses applicable to such a procedure.

(H) The jurisdiction and waiver of sovereign immunity provided by this Tribal-State Compact shall be strictly limited to matters and issues arising directly from this Tribal-State Compact.

(I) Relative to the conduct of Class III gaming, this Tribal-State Compact constitutes the entire agreement between the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**, and supersedes all prior written and oral agreements. This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the **Tunica-Biloxi Indian Tribe of Louisiana** and by the Governor of the **State of Louisiana**, and that is approved by the Secretary of the Interior of the United States of America.

SECTION 3: TERRITORIAL AND GENERAL JURISDICTION

(A) The **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** recognize and respect all territorial rights and the independent sovereign existence of each other, and shall:

(1) Accord the fullest mutual respect to the legal institutions and cultural traditions of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**, insofar as they are consistent with preserving and protecting the health, safety, and welfare of all.

(2) Have all necessary concurrent jurisdiction to fully ensure the protection of the public, the **Tunica-Biloxi Indian Tribe of Louisiana**, and the **State of Louisiana.**

(3) Avoid any undue adverse impact or expansive influence on traditional Tribal jurisdictional mechanisms, such as Tribal discussion and consensus, and on non-traditional but Tribally-adopted written jurisdictional mechanisms, such as the actions of representative bodies like Tribal commissions, boards, or courts, as these jurisdictional mechanisms pertain to Tribal jurisdiction over Tribal members. This intent to respect such existing intra-Tribal jurisdictional mechanisms applies particularly, but not exclusively, to those related to the recognition of the **Tunica-Biloxi Indian Tribe of Louisiana** as possessing powers of self-government.

(B) The **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall retain all sovereignty and immunity to suit while discussing, negotiating, or confecting this Tribal-State Compact. The **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** intend and agree that all issues purely of Tribal law are to be determined in accordance with the legal mechanisms of the **Tunica-Biloxi Indian Tribe of Louisiana**, and that all other issues are to be determined in accordance with the provisions of this Tribal-State Compact and the legal mechanisms of the **State of Louisiana.**

(C) In the interest of clarity of authority, and to preserve and to protect the health, safety, and welfare of all, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall:

(1) Preserve the full territorial and subject matter jurisdiction of the **Tunica-Biloxi Indian Tribe of Louisiana.**

(2) Preserve the full territorial and subject matter jurisdiction of the **State of Louisiana.**

(3) Accord the **State of Louisiana** full territorial jurisdiction, as well as concurrent and primary law enforcement

authority within the lands of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**, when exercising any subject matter jurisdiction accorded the **State of Louisiana** pursuant to this Tribal-State Compact.

(4) Accord the **Tunica-Biloxi Indian Tribe of Louisiana**, including its duly constituted Tribal law enforcement authorities, full territorial jurisdiction, as well as concurrent and secondary law enforcement authority within the lands of the **Tunica-Biloxi Indian Tribe of Louisiana** and within any Parishes where they have been duly commissioned by a local law enforcement agency, when exercising any subject matter jurisdiction accorded the **Tunica-Biloxi Indian Tribe of Louisiana** pursuant to this Tribal-State Compact, or when exercising the authority accorded to the **Tunica-Biloxi Indian Tribe of Louisiana** pursuant to any agreements made with a local law enforcement agency.

(E) The **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall be available to meet and discuss with local communities on issues relative to the conduct of Class III gaming and its impact upon the local communities.

SECTION 4: CRIMINAL LAW SUBJECT MATTER JURISDICTION

(A) The **State of Louisiana** shall have primary criminal jurisdiction over all persons, including enrolled members of federally recognized Indian Tribes, who commit offenses made criminal by the laws of the United States of America or the **State of Louisiana**, on or within that portion of the Indian gaming lands that are described in Appendix A of this Tribal-State Compact. Any criminal law subsequently enacted or amended by the United States of America or the **State of Louisiana** shall be effective within this area, and shall be the primary enforcement responsibility of the **State of Louisiana.**

(B) All federal criminal laws applicable to Indian gaming, lands, or subject matter shall be fully operative, assimilated as State law, and applicable

within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

(C) All criminal laws of the **Tunica-Biloxi Indian Tribe of Louisiana** that are written, promulgated, and published in the English language, and are not inconsistent with the Constitution or laws of the United States of America or of the **State of Louisiana**, shall be fully operative, assimilated as State law, and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

SECTION 5: CRIMINAL LAW ENFORCEMENT AUTHORITY

Within the respective applicable territorial limits as provided in this Tribal-State Compact:

(A) The duly constituted Tribal law enforcement authorities of the **Tunica-Biloxi Indian Tribe of Louisiana** shall have primary law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all Tribal criminal laws applicable under this Tribal-State Compact. The laws of the **State of Louisiana** may be enforced by the Tribal law enforcement authorities on non-Tribal lands where the Tribal law enforcement authorities have been duly commissioned by a local law enforcement agency. By written request of the **Tunica-Biloxi Indian Tribe of Louisiana**, local, State, or federal law enforcement officers may be granted authority to enforce Tribal criminal laws.

(B) The **Tunica-Biloxi Indian Tribe of Louisiana** shall have concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. This concurrent law enforcement authority shall be secondary to that of the **State of Louisiana**. This concurrent law enforcement authority may be initiated in emergency situations by arrest or other appropriate action, but otherwise may be initiated or continued only after immediate and effective notice to the Department of Public Safety and Corrections.

(C) The **State of Louisiana** shall have primary and concurrent law enforcement authority, and all

necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. The **State of Louisiana** is not obligated to exercise or take any action pursuant to such authority and powers on Tribal lands. The primary law enforcement agency of the **State of Louisiana** shall be the Department of Public Safety and Corrections.

(D) To facilitate law enforcement activities on Tribal lands or in adjacent Parishes, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** may enter into cross-deputization or similar contracts or agreements, including but not limited to, agreements with each other, with Sheriffs or other local law enforcement agencies, with District Attorneys, local governmental agencies, and with agencies of the United States of America. Such agreements may include provisions for necessary funding.

(E) On Indian lands described in Appendix A to this Tribal-State Compact, the plenary law enforcement powers of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** include, but are not limited to, immediate access to any premises, building, location, storage facility, or place whatsoever, wherever, in which might be found any thing, tangible or intangible, produced by, a part of, contributing to, or in any way whatsoever related to, a violation of any criminal law made applicable by this Tribal-State Compact. This access includes, but is not limited to, books, records, equipment, electronic data, and supplies. On Indian lands described in Appendix B to this Tribal-State Compact, this access may be exercised by the **State of Louisiana** only in the company of, or proceeded by authorization from, a designated official of the **Tunica-Biloxi Indian Tribe of Louisiana.**

SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS

(A) The gaming facilities and operation authorized by this Tribal-State Compact shall be validated by the **Tunica-Biloxi Indian Tribe of Louisiana** to be in conformity with the requirements of this Tribal-State Compact prior to commencement of operations, and annually thereafter. Verification of this requirement shall be made through a joint pre-

operation inspection, followed by a letter of compliance sent by the **State of Louisiana** within seven (7) working days after the completion of the inspection. In the event that the **State of Louisiana** determines that the gaming facilities or operation are not in compliance with this Tribal-State Compact, it shall identify the reasons for such determination in a written notice of non-compliance. Upon receipt of such notice of non-compliance, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall meet within seven (7) working days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(C) et seq. of this Tribal-State Compact.

(B) Any management company, including its principals, utilized by the **Tunica-Biloxi Indian Tribe of Louisiana** to assist in the management or operation of the gaming facilities or operation, shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana**, be certified by the **State of Louisiana**, and shall satisfy all federal requirements prior to providing management services for Class III gaming activities, and annually thereafter.

(C) Each person or entity extending financing to the gaming facilities or operation shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana** and be certified by the **State of Louisiana** prior to providing financial services, and annually thereafter.

(D) Each manufacturer and supplier of gaming services, supplies, or equipment shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana** and be certified by the **State of Louisiana** prior to the sale of any gaming goods or services, and annually thereafter. If a supplier or manufacturer possesses a valid gaming license issued by the **State of Louisiana**, it shall be deemed certified for the purposes of this Tribal-State Compact.

(E) Each person or entity that provides the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions in excess of $25,000 annually, or in excess of $25,000 in annual gross sales, shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana** and be

certified by the **State of Louisiana** prior to the sale of any goods or services, and annually thereafter. Persons or entities that provide the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions in amounts less than as provided above, are exempt from the licensing and certification requirements, provided:

(1) Not less than monthly, the **Tunica-Biloxi Indian Tribe of Louisiana** shall provide the **State of Louisiana** with the names and addresses of the persons or entities supplying goods and service sunder this exception to the certification requirements.

(2) Not less than quarterly, the **Tunica-Biloxi Indian Tribe of Louisiana** shall provide the **State of Louisiana** with a statement of the dollar amount of goods and services provided by each person or entity.

(3) The **Tunica-Biloxi Indian Tribe of Louisiana** shall not knowingly or willingly allow any person or entity to provide supplies, services, or concessions under another name for the purpose of evading State certification requirements.

(F) Prior to the commencement of employment and annually thereafter, every gaming employee shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana** and be certified by the **State of Louisiana**. For purposes of this Tribal-State Compact, a gaming employee shall mean any person employed in the operation or management of the gaming facilities or operation, whether employed by or contracted to the **Tunica-Biloxi Indian Tribe of Louisiana**, or any person or entity, whether or not located on Tribal lands, that provides services to the **Tunica-Biloxi Indian Tribe of Louisiana** regarding any Class III gaming activity. Such gaming employees include, but are not limited to, gaming operation managers, assistant managers, accounting personnel, surveillance personnel, cashier supervisors, dealers, croupiers, box men, floormen, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, management companies and their principals, and any other person whose employment duties require or authorize access to restricted areas of the gaming

facilities or operation not otherwise open to the public.

(G) (1) When analogous circumstances exist, all employment and contracts relative to the conduct of Class III gaming shall be established and maintained on a preferential basis. The first preference shall consist of members of federally recognized Indian Tribes located within the **State of Louisiana.** The second preference shall consist of persons and entities domiciled in the **State of Louisiana.** The third preference shall consist of all persons and entities that are not included within the first and second preferences.

(2) Nothing herein shall prohibit the **Tunica-Biloxi Indian Tribe of Louisiana** to have the exclusive right to select a management company, including its principals, to assist in the management and operation of the gaming facilities and operation, subject to the licensing and certification requirements defined within this Tribal-State Compact.

SECTION 7: LICENSING AND CERTIFICATION PROCEDURES

(A) Prior to providing any functions or services, all persons and entities shall be licensed by the **Tunica-Biloxi Indian Tribe of Louisiana** and be certified by the **State of Louisiana.**

(1) Each applicant for a Tribal gaming license and for State certification shall submit the completed applications to the **Tunica-Biloxi Indian Tribe of Louisiana** and to the **State of Louisiana.** Application for State certification shall be made on forms provided by the **State of Louisiana.** No Tribal license shall be issued until the applicant has obtained State certification, except as provided in Section 6:(E) and Section 7:(K) of this Tribal-State Compact. The issuance of a State certification is not an entitlement to the issuance of a Tribal license.

(2) Each completed State certification application shall be accompanied by the applicant's fingerprint card, current photograph, and the required fee. Each applicant shall produce such information,

documentation, and assurances relative to their financial stability, integrity, and responsibility, including, but not limited to, bank references, business and personal income, disbursement schedules, tax returns and other reports filed with governmental agencies, business and personal accounting documents, check records and ledgers, and any other records or documentation as may be deemed necessary by the **State of Louisiana**. Each applicant shall produce sufficient information to clearly demonstrate the applicant's qualifications for the license requested.

(3) If the applicant is a business entity, then the persons subject to investigation shall include any officer, director, partner, or stockholder owning in the aggregate more than five (5%) percent of the stock of the entity, as well as his or her immediate family. If any stockholder owning more than five (5%) percent of the stock of an applicant is a business entity, then the persons subject to investigation shall be determined in the same manner as set forth above.

(B) After providing a completed application and the required fee for State certification, each applicant shall submit to a background investigation to ensure the applicant is qualified for State certification. Upon completion of the background investigation, the **State of Louisiana** shall issue the applicant a State certification or a written statement setting forth the grounds for denial. For each applicant, the **State of Louisiana** shall provide the **Tunica-Biloxi Indian Tribe of Louisiana** a copy of the State certification or the written statement of denial. Appeals of denial determinations shall be resolved pursuant to Section 14:(C) et seq. of this Tribal-State Compact.

(C) (1) The **State of Louisiana** may revoke, suspend, or deny a State certification for any reason it deems to be in the public interest. These reasons include, but are not limited to, when an applicant for or holder of State certification:

(a) Violates, or causes, aids, abets, or conspires with another to cause or

attempt to cause any person to violate any of the laws, rules, or regulations of the **State of Louisiana**, or the provisions of any Tribal-State Compact.

(b) Has obtained any license or certification in any jurisdiction by fraud, misrepresentation, concealment, inadvertence, or mistake.

(c) In any jurisdiction, has plead guilty to, been convicted or forfeited bond on a charge of, or can be shown to have committed, any offense or unlawful action by whatever name, including but not limited to, forgery; larceny; theft; extortion; conspiracy to defraud; willful failure to make required payments or true reports to any Tribal, State, or federal agency; bribing or otherwise unlawfully influencing any Tribal, State, or federal official, employee, or member; or any crime involving any gaming activity.

(d) Fails to disclose or makes a misrepresentation of a material fact to the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana.**

(e) Fails to prove their qualifications in accordance with the provisions of this Tribal-State Compact.

(f) Is subject to current prosecution, has pending charges, or a conviction which is under appeal, for any offense included in Section 7:(C)(1)(c) of this Tribal-State Compact. The **State of Louisiana** may defer decision upon the application during the pendency of such prosecution or appeal upon request of an applicant for an initial certification.

(g) Fails to maintain financial stability, integrity, or responsibility.

(h) Has had a Tribal license revoked, suspended, or denied.

(i) Has demonstrated a willful disregard for compliance with the gaming regulatory

authority in any jurisdiction. The suspension, revocation, forfeiture of any license or certification, and other civil penalties may demonstrate a willful disregard for compliance.

(j) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of any criminal law, if the participation of such person in gaming or related activities may be inimical to the proper operation of any gaming or gaming related activity in the **State of Louisiana**. For the purposes of this Tribal-State Compact, occupational manner or context shall be defined as the systematic planning, administration, management, or execution of an activity for financial gain.

(k) Is a career offender, member of a career offender cartel, or is an associate of a career offender or career offender cartel when such association may be inimical to the proper operation of the authorized gambling or related activities in the **State of Louisiana**. For the purposes of this Tribal-State Compact, career offender shall be defined as any person who pursues economic gain in an occupational manner or context that violate any criminal law. A career offender cartel shall be defined as any group of persons who operate together as career offenders.

(l) Has denied the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana** access to any place where activity required to be licensed under this Tribal-State Compact is being conducted, or has failed to produce for inspection or audit any book, record, document, or other item required by this Tribal-State Compact, or by any procedure, standard, rule, or regulation approved pursuant to this Tribal-State Compact.

(m) Fails to cooperate with either the **Tunica-Biloxi Indian Tribe of Louisiana**

or the **State of Louisiana** in any investigation to determine whether or not any violation of law or Tribal-State Compact has occurred.

(n) Has created or fostered an appearance of impropriety, by virtue of their present or past activities, criminal record, reputation, habits, or associations, or has otherwise engendered a situation which threatens the public interest in the integrity of gaming, the effectiveness of gaming regulation and control, or in fair and lawful practices, methods, and financial arrangements in gaming.

(o) Fails to be current in filing all applicable tax returns, or fails to be current in the payment of all taxes, interest, and penalties owed to the **State of Louisiana** and the Internal Revenue Service, excluding items under formal appeal pursuant to applicable laws.

(p) Fails to notify the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana** of any significant change in the information submitted in an application for a Tribal license or State certification, or in a required report.

(2) For purposes of reviewing any application for a State Certification and for considering the revocation, suspension, or denial, of any State Certification, the **State of Louisiana** may consider any prior criminal conduct of the applicant or holder of certification, whether or not the provisions of LSA-R.S. 15:572 et seq., LSA-C.Cr.P. art. 893 et seq., or any similar provision of any other jurisdiction have been applied.

(D) Any applicant for or holder of State certification shall be entitled to a review of any action by the **State of Louisiana** which may result in revocation, suspension, or denial of State certification. Such review will be conducted in accordance with the provisions of Section 14:(C) et seq. of this Tribal-State Compact. Nothing herein shall prevent the **Tunica-Biloxi Indian Tribe of**

Louisiana from invoking its disciplinary procedures and proceedings.

(E) The revocation, suspension, or denial, of any Tribal gaming license by the **Tunica-Biloxi Indian Tribe of Louisiana** shall be in accordance with Tribal ordinances and regulations governing such actions, which shall not be less stringent than those contained in this Tribal-State Compact.

(F) Any Tribal license or State certification shall be effective for one (1) year from date of issuance, unless suspended or revoked prior to that time. A licensed and certified person or entity that has applied for renewal may continue to serve under the expired license or certification until notice is received on the renewal application from the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.** On the appropriate renewal forms, applicants for renewal of license or certification shall provide updated material as requested, but shall not be required to resubmit historical data already submitted to the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.**

(G) The **Tunica-Biloxi Indian Tribe of Louisiana** shall require all gaming employees to wear in plain view an identification card, which shall include the employee's name, photograph, identification number unique to the employee, a Tribal seal or signature, and a date of expiration.

(H) In an effort to ensure a qualified work force in all areas of Class III and other types of gaming authorized by the **State of Louisiana,** the final disposition of any administrative action concerning a Tribal license or State certification shall be forwarded to both the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana,** and shall be maintained as a part of their permanent licensing records.

(I) (1) The fees for State certification shall be as follows:

(a) Gaming Employee - Initial Certification	$ 50.00
(b) Gaming Employee - Renewal	$ 50.00

(c) Management Companies and Financiers - Initial Certification	$5000.00
(d) Management Companies and Financiers - Renewal	$1000.00
(e) Gaming Manufacturers and Suppliers - Initial Certification	$1500.00
(f) Gaming Manufacturers and Suppliers - Renewal	$ 500.00
(g) Non-Gaming Manufacturers and Suppliers - Initial Certification	$ 500.00
(h) Non-Gaming Manufacturers and Suppliers - Renewal	$ 250.00

(2) In the event that the actual cost incurred by the **State of Louisiana** exceeds the above fees, those costs will be assessed to the applicants during the investigation process. In the event that the actual cost incurred by the **State of Louisiana** exceeds the above fees, the **State of Louisiana** shall notify the applicant and the **Tunica-Biloxi Indian Tribe of Louisiana.** No investigation shall proceed without prior written approval from the party responsible for the payment of fees. Payment in full to the **State of Louisiana** will be required prior to the issuance of State certification. The fees for State certification may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.** The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

(J) The fees for all Tribal licenses shall be established and maintained by the **Tunica-Biloxi Indian Tribe of Louisiana.**

(K) Thirty (30) days after the receipt of a completed application and fee, the **Tunica-Biloxi Indian Tribe of Louisiana** may request the **State of Louisiana** to issue a temporary certification to an applicant, unless the background investigation discloses that the applicant has a criminal history

or other grounds sufficient to disqualify the applicant pursuant to this Tribal-State Compact. The **Tunica-Biloxi Indian Tribe of Louisiana** may issue an applicant a temporary license after the applicant has obtained a temporary certification from the **State of Louisiana**. The temporary certification shall become absolutely null and void upon the issuance of a State certification or upon the issuance of a denial of State certification.

(L) The **Tunica-Biloxi Indian Tribe of Louisiana** may summarily suspend any Tribal license and the **State of Louisiana** may summarily suspend any State certification when a person or entity violates this Tribal-State Compact, or constitutes an immediate threat to the public health, safety, or welfare by means of corrupt, incompetent, dishonest, or illegal practices.

(M) A State certification is only valid for the applicant and cannot be transferred to any other person or entity. Any significant change in the information submitted by an applicant on the application for State certification shall be filed with the **State of Louisiana** within ten (10) days of the change. For the purposes of this Tribal-State Compact, a significant change includes, but is not limited to, any change in the officers, directors, managers, proprietors, or persons having a direct or indirect financial interest in any certified entity.

SECTION 8: TRIBAL ENFORCEMENT OF TRIBAL-STATE COMPACT

(A) Prior to the commencement of Class III gaming, the **Tunica-Biloxi Indian Tribe of Louisiana** shall establish and maintain a Tribal Gaming Commission which shall have the primary responsibility for the on-site regulation, control, and security of the gaming facilities and operation authorized by this Tribal-State Compact. Upon written request of the **Tunica-Biloxi Indian Tribe of Louisiana**, the **State of Louisiana** may assist in developing and training agents of the Tribal Gaming Commission. Funding for such developing and training shall be provided by the **Tunica-Biloxi Indian Tribe of Louisiana**. As

part of its duties, the Tribal Gaming Commission shall exercise the primary administrative enforcement in the gaming facilities and operation, and shall provide for and perform the following functions:

(1) The physical safety of patrons in the gaming facilities and operation.

(2) The physical safety of personnel employed by the gaming facilities and operation.

(3) The physical safeguarding of assets transported to and from the gaming facilities and cashier's cage department.

(4) Protecting the gaming facilities and operation from illegal activity.

(5) Identifying all people and entities that may be involved in illegal activity for the purpose of notifying the **State of Louisiana.**

(6) The recording of all unusual occurrences within the gaming facilities and operation. Without regard to significance or injury, each occurrence 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 is sequentially numbered:

(a) the assigned number;

(b) the date;

(c) the time;

(d) the nature of the incident;

(e) the persons or entities involved in the incident; and

(f) the security or Tribal Gaming Commission employee assigned.

(B) The Tribal Gaming Commission shall employ duly qualified Inspectors who shall be independent of the gaming facilities and operation as well as the management company, and shall be supervised by and

be accountable to the Tribal Gaming Commission. These Inspectors shall provide oversight to the services of the management company and other service entities. These Inspectors shall report to the Tribal Gaming Commission regarding any failure by the Tribal gaming facilities or operation to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. Inspectors shall receive consumer complaints within the gaming facilities and operation, and shall assist in seeking voluntary resolution of such complaints. The Tribal Gaming Commission shall investigate any report of a failure to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. The Tribal Gaming Commission may direct the terms and conditions of compliance to the Tribal gaming facilities and operation. Inspectors shall be required to obtain a Tribal license and a State certification.

(C) An Inspector shall be present in the gaming facilities and operation during all hours of operation, and shall have immediate access to all areas of the gaming facilities and operation for the purpose of ensuring compliance with the provisions of this Tribal-State Compact and Tribal ordinances. Any violation of this Tribal-State Compact or Tribal ordinances by the Tribal gaming facilities or operation, gaming employee, or any other person, shall be reported immediately to the Tribal Gaming Commission, and shall be forwarded to the **State of Louisiana** within twenty-four (24) hours of the time the violation was noted.

(D) The Tribal Gaming Commission shall investigate any reported violation of this Tribal-State Compact, and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as directed by the Tribal Gaming Commission. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions against any licensee, employee, or any other person or entity directly or indirectly involved in or benefiting from the gaming facilities or operation.

(E) Upon completion, the Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions to the **State of Louisiana**. If requested by the Tribal Gaming Commission, the

State of Louisiana may assist in any administrative investigation initiated by the Tribal Gaming Commission, and may provide other requested services to ensure compliance with this Tribal-State Compact, as well as with Tribal ordinances and laws.

(F) Not less than quarterly, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall meet to examine and to evaluate the regulation of gaming activities conducted pursuant to this Tribal-State Compact.

(G) Nothing herein shall prevent the **State of Louisiana** from initiating and conducting independent investigations and enforcement actions.

SECTION 9: STATE ENFORCEMENT OF TRIBAL-STATE COMPACT

(A) The **State of Louisiana** shall have all necessary power and authority to monitor the Tribal gaming facilities and operation, and shall have free and unrestricted access to the entire tract of land upon which the gaming facilities and operation are located, as described in Appendix A of this Tribal-State Compact, and to all building and improvements thereon during operating hours, and without giving prior notice. The **State of Louisiana** shall conduct its monitoring in such a manner as to have minimal impact on the gaming patrons.

(B) The **State of Louisiana** shall have the authority to review and copy all records of the Tribal gaming facilities and operation, management company, financiers, as well as the manufacturers or suppliers of gaming services, supplies, and equipment during normal business hours. Any copy or information derived therefrom shall be deemed confidential, and shall be the proprietary financial information of the **Tunica-Biloxi Indian Tribe of Louisiana**. The **State of Louisiana** shall give written notice to the **Tunica-Biloxi Indian Tribe of Louisiana** of any request for disclosure of such information, and shall not disclose such information until the **Tunica-Biloxi Indian Tribe of Louisiana** has had a reasonable opportunity to challenge the request, pursue the provisions of Section 14:(C) et seq. of this Tribal-State Compact, or seek judicial relief. This public disclosure prohibition shall not apply to evidence

used in any proceeding authorized by this Tribal-State Compact.

(C) The **State of Louisiana** may investigate any reported or suspected violation of any criminal law or this Tribal-State Compact. The **State of Louisiana** may utilize any information obtained from any investigation or inspection for the purpose of denying, suspending, or revoking a State certification, or in any criminal proceeding.

(D) Upon completion, the **State of Louisiana** shall forward copies of all investigative reports and final dispositions to the Tribal Gaming Commission.

(E) Any individual, supply, or equipment that violates or does not conform with this Tribal-State Compact shall be subject to immediate removal from the gaming area to a designated holding area within the gaming facility which is not accessible to the public. Once the individual, supply, or equipment is removed to the holding area, specific reasons shall be provided to an Inspector as to why the individual, supply, or equipment violates or does not conform with this Tribal-State Compact. If the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** disagree on the status of the individual, supply, or equipment, the matter shall be resolved pursuant to Section 14:(C) et seq. of this Tribal-State Compact, and the individual supply or equipment shall not be returned to the gaming area until the matter is resolved. This procedure shall in no manner affect the authority of the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana** to enforce any and all jurisdictional rights granted them by Tribal, State, and federal laws as to any crimes committed as a result of activities contemplated by this Tribal-State Compact.

(F) Notwithstanding any other law to the contrary, the **State of Louisiana** may enter into intelligence sharing, reciprocal use, or restricted use agreements with the enforcement or regulatory agencies of the federal government, States, or other jurisdictions.

(G) Nothing herein shall prevent the **Tunica-Biloxi Indian Tribe of Louisiana** from initiating and conducting independent investigations and enforcement actions.

SECTION 10: OPERATION AND MANAGEMENT REGULATIONS

(A) All Class III gaming shall be conducted in such a manner that ensures, to the maximum extent practicable, that it is secure, honest, and that the interests of the **Tunica-Biloxi Indian Tribe of Louisiana**, the **State of Louisiana**, and the public are protected at all times. The **State of Louisiana** shall fully cooperate with and assist the **Tunica-Biloxi Indian Tribe of Louisiana** in meeting its obligations in this regard.

(1) All facilities that are used in the operation of Class III gaming shall be designed and constructed in such a manner as to preserve and to protect the health and safety of the public and the environment. All such facilities shall comply with the standards and procedures established by or utilized in the **State of Louisiana** in its building and fire codes, even though those standards do not otherwise apply to facilities built or owned by the **Tunica-Biloxi Indian Tribe of Louisiana** on its Indian lands.

(2) The **Tunica-Biloxi Indian Tribe** of Louisiana shall comply with all applicable State and federal law governing the purchase, sale, and serving of alcoholic beverages in any gaming facility. Nothing herein shall be deemed to give any authority, licensing or otherwise, to the Parish with respect to such purchase, sale, or serving. No person who is visibly intoxicated shall be permitted to participate in any gaming activity.

(3) (a) No person who is a minor under the age of twenty-one (21) shall participate in any gaming activity. If any such minor does participate in any gaming activity and otherwise qualifies for a prize or winnings, then the prize or winnings shall not be awarded or paid, and the estimated amount wagered during the course of the game shall be returned to the minor.

(b) In the event that the **State of Louisiana** amends the Louisiana Riverboat Economic Development and Gaming Control Act or the Louisiana Economic Development

and Gaming Corporation Act to allow gaming by persons under the age of twenty-one (21), then the age limitations in Section 10:(A)(3)(a) of this Tribal-State Compact shall be considered amended to the age authorized by the **State of Louisiana**.

(4) (a) The **Tunica-Biloxi Indian Tribe of Louisiana** shall maintain comprehensive general liability and workers' compensation insurance from any admitted or authorized insurer subject to direct action under Louisiana law. Such policies shall maintain ample liability and property loss coverage to protect against any foreseeable loss or risk. Such insurance policies shall not be on a claims-made basis. The coverage for such loss or risk shall be the greater of $4,000,000 or twice the insurable risk of the insured.

(b) The **Tunica-Biloxi Indian Tribe of Louisiana** shall provide proof to the **State of Louisiana** of continuous coverage upon the issuance, amendment, or renewal of each such policy.

(c) The gaming management company and all other entities contracting with the **Tunica-Biloxi Indian Tribe of Louisiana** shall maintain such policies of comprehensive general liability and workers' compensation insurance as required by State law, and shall maintain proof of such continuous coverage.

(d) Each such policy of insurance shall contain, or be deemed to contain, an exclusion that the insurer or the insured shall not be entitled to make any claim of sovereign immunity in defense of liability, but shall be liable, including court costs and attorneys' fees incurred by the **State of Louisiana**, for its insured, as though the insured were a Louisiana domiciliary, as well as a provision requiring immediate notice to the **State of Louisiana** and the **Tunica-Biloxi Indian Tribe of Louisiana** of any

change in coverage or default or delay in payment of premium or other occurrence which threatens the continuity or amount of coverage.

(e) The **Tunica-Biloxi Indian Tribe of Louisiana** shall indemnify, defend, and hold harmless, the claims, damages, losses, or expenses including court costs attorneys' fees asserted against or suffered or incurred by the **State of Louisiana** or any of them, based upon or arising out of any bodily injury or property damage or loss resulting or claimed to result in whole or in part from any act or omission whether negligent or intentional of the **Tunica-Biloxi Indian Tribe of Louisiana** relating to the inspection of any gaming, gaming facilities and operation, or the performance of any function or duty provided for under this Tribal-State Compact or Tribal ordinances regarding public health, safety, and welfare.

(5) All Class III gaming authorized by this Tribal-State Compact shall be on a cash or casino credit basis. The **Tunica-Biloxi Indian Tribe of Louisiana** may cash checks and may install bank card and credit card facilities in the same manner as permitted at retail businesses in the **State of Louisiana.**

(6) Prior to the commencement of Class III gaming and upon the concurrence of the **State of Louisiana**, the **Tunica-Biloxi Indian Tribe of Louisiana** shall adopt reasonable procedures for the disposition of tort claims arising from alleged injuries to patrons of its gaming facilities and operation. The **Tunica-Biloxi Indian Tribe of Louisiana** shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of any provision of this Tribal-State Compact, but may adopt a remedial system analogous to that available for similar claims arising against the **State of Louisiana.** The initial procedures shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.**

The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

(B) Prior to the commencement of Class III gaming and upon the concurrence of the **State of Louisiana**, the **Tunica-Biloxi Indian Tribe of Louisiana** shall adopt detailed regulations to govern the facilities and operation and management of the gaming facilities and operation. The regulations shall ensure that the interests of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** relating to Class III gaming are preserved and protected. The regulations shall maintain the integrity of the gaming operation, and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III gaming operation. The initial regulations to govern the operation and management of the gaming operation shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.** The right to object to such concurrence is subject to a prescriptive period of sixty (60) days.

(C) (1) The **Tunica-Biloxi Indian Tribe of Louisiana** may offer the following Class III games:

(a) Any Class III electronic game of chance.

(b) The banking card game commonly known as "21" or "Blackjack".

(c) The game commonly known as "Roulette".

(d) The game commonly known as "Craps".

(e) The game commonly known as "Poker".

(f) The games commonly known as "Baccarat" and "Mini-Baccarat".

(g) The game commonly known as "Keno".

(h) Any other authorized Class III game offered or conducted pursuant to this Tribal-State Compact.

(i) In the event that any other Class III game is offered or conducted by any other gaming entity in the **State of Louisiana**, then this Tribal-State Compact shall be considered amended to grant to the **Tunica-Biloxi Indian Tribe of Louisiana** the right to offer and conduct such Class III game.

(2) Any Class III gaming activity not expressly authorized by this Tribal-State Compact is expressly prohibited.

(3) Prior to the commencement of each Class III game and upon the concurrence of the **State of Louisiana**, the **Tunica-Biloxi Indian Tribe of Louisiana** shall adopt standards and rules of each game, which shall be based upon those practiced in Nevada, including wagering or play. The **State of Louisiana** shall review all standards and rules for games to ensure that they do not fundamentally alter the nature of the game, and to ensure the games will be conducted fairly, honestly, and with integrity. Initial standards and rules of each game shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**. The right to object to such concurrence is subject to a prescriptive period of ten (10) days.

(4) The standards and rules of each game and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the gaming facilities and operation.

(D) Prior to the commencement of Class III gaming and upon the concurrence of the **State of Louisiana**, the **Tunica-Biloxi Indian Tribe of Louisiana** shall adopt procedures pursuant to the following requirements. All such procedures shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**. The right to object to such concurrence shall be subject to a prescriptive period of thirty (30) days.

(1) A surveillance log recording all surveillance activities and a security log recording the employee assignments of the Tribal Gaming Commission or security department shall be maintained in the monitoring room of the gaming facilities. These logs shall be available for inspection by the **State of Louisiana.**

(2) The Tribal Gaming Commission shall maintain a list of persons barred from the gaming facilities and operation, who because of their criminal history or association with a career offender or a career offender organization, threaten the integrity of the gaming activities, or the health, safety, or welfare of the public. This list shall be provided to the **State of Louisiana.**

(3) Not less than annually, the Tribal gaming facilities and operation shall be audited by an independent Certified Public Accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants. The internal accounting and audit procedures shall become an Appendix to this Tribal-State Compact.

(4) A closed circuit television system shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.

(5) A cashier's cage shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.

(6) Minimum requirements for supervisory staffing for each table and gaming pit operated in the gaming facilities shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.

(7) Cash control management procedures shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact, which shall be adopted

in connection with a certified public accounting firm with experience in cash control management procedures. These cash control management procedures shall safeguard monies, receipts, and other assets from skimming, money laundering, embezzlement, and other criminal activities.

(8) To ensure the continued integrity of the Tribal gaming facilities and operation, no structural modification within the gaming area shall be made without the consent of the **State of Louisiana.**

SECTION 11: REIMBURSEMENT OF ACTUAL EXPENSES INCURRED

(A) The **Tunica-Biloxi Indian Tribe of Louisiana** shall reimburse the **State of Louisiana** for all expenses actually incurred by the **State of Louisiana** in carrying out its obligations pursuant to this Tribal-State Compact. Reimbursement shall be made for monitoring, investigative, intelligence, processing, and safety costs. Reimbursement shall be made for actual expenses incurred less the amount of State certification fees received.

(B) The Department of Public Safety and Corrections shall prepare and submit to the **Tunica-Biloxi Indian Tribe of Louisiana** by May 1 of each year a proposed detailed budget for the fiscal year commencing July 1. Concurrence to this budget may be granted in writing, and shall be granted automatically on June 1 unless written notice of disagreement is provided.

(C) The Department of Public Safety and Corrections shall submit a detailed statement of actual expenses incurred on a quarterly basis to the Tribal Gaming Commission. The **Tunica-Biloxi Indian Tribe of Louisiana** shall reimburse the Department of Public Safety and Corrections within thirty (30) days after the receipt of the statement of expense. Except for the overtime category in the salaries section of the budget, the Department of Public Safety and Corrections shall not exceed the annual approved budget in expenses without the

prior written approval of the **Tunica-Biloxi Indian Tribe of Louisiana**. This exception shall provide a mechanism to fund the actual expenses incurred by Department of Public Safety and Corrections for unexpected or temporary investigations.

(D) In the event that a dispute arises from the application of Section 11 of this Tribal-State Compact, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(C) et seq. of this Tribal-State Compact.

SECTION 12: REVENUES

(A) The gross proceeds of all Class III gaming activities, less the amount awarded in prizes and winnings, shall be segregated from other revenue of the **Tunica-Biloxi Indian Tribe of Louisiana**, and shall be placed in a separate account and shall be separately accounted for until such time as all related expenses have been paid. Such funds may then be commingled with other funds of the **Tunica-Biloxi Indian Tribe of Louisiana** on a monthly basis. Separate records of the gross proceeds of all Class III gaming activities shall be maintained for at least six (6) years by the **Tunica-Biloxi Indian Tribe of Louisiana.**

(B) (1) For the purposes of Section 12 of this Tribal-State Compact, "net revenues" shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.

(2) Net revenues from the conduct of Class III gaming shall not be used for purposes other than:

(a) To fund Tribal government operations and programs.

(b) To provide for the general welfare of the **Tunica-Biloxi Indian Tribe of Louisiana** and its members.

(c) To promote Tribal economic development.

(d) To donate to charitable organizations.

(e) To help fund operations of local governmental agencies.

(f) Any purpose authorized by the Indian Gaming Regulatory Act.

(C) In order to offset and defray the expenses incurred by the **State of Louisiana** from the conduct of Class III gaming activities, the **Tunica-Biloxi Indian Tribe of Louisiana** shall make quarterly financial contributions to the **State of Louisiana.** These contributions shall not impose any additional obligations or liabilities upon the **Tunica-Biloxi Indian Tribe of Louisiana.** The **State of Louisiana** shall not use these contributions for purposes other than those provided in Section 12:(B) of this Tribal-State Compact.

(1) Commencing the second year of Class III gaming activities, the **Tunica-Biloxi Indian Tribe of Louisiana** shall contribute two (2%) percent of the net revenues from the conduct of Class III gaming.

(2) Commencing the third year of Class III gaming activities, the **Tunica-Biloxi Indian Tribe of Louisiana** shall contribute four (4%) percent of the net revenues from the conduct of Class III gaming.

(3) Commencing the fourth year of Class III gaming activities and thereafter, the **Tunica-Biloxi Indian Tribe of Louisiana** shall contribute six (6%) percent of the net revenues from the conduct of Class III gaming.

SECTION 13: AMENDMENT AND REVISION

(A) This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the **Tunica-Biloxi Indian Tribe of Louisiana** and the Governor of the **State of Louisiana**, and that is approved by the Secretary of the Interior of the United States of America. Written notice for amendment shall be provided,

which will state the reasons for the request, identify the proposed amendments, and request concurrence for the amendments. Concurrence must be granted in writing. Unless a written notice of concurrence is provided within thirty (30) days, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall be deemed to disagree on the proposed amendments.

(B) The procedures, standards, rules, and regulations of this Tribal-State Compact may be revised upon the concurrence of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**. Written notice for revision shall be provided, which shall state the reasons for the request, identify the proposed revisions, and request concurrence for the revisions. Concurrence may be granted in writing, and shall be granted automatically unless a written notice of disagreement is provided within the time specified in this Tribal-State Compact. The right to object to concurrence is subject to a prescriptive period as provided in this Tribal-State Compact. The laws of the **State of Louisiana** relative to the computation of time shall apply to all prescriptive periods utilized through this Tribal-State Compact.

(C) When disagreement has been deemed or upon a notice of disagreement, the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(C) et seq. of this Tribal-State Compact.

SECTION 14: DISPUTE RESOLUTION

(A) In the event a dispute arises from the gaming operation refusing to award an alleged prize or pay an alleged winning to a patron, the dispute is not resolved to the satisfaction of the patron, and the dispute involves an alleged prize or winning with a value of $500 or less, then:

(1) Prior to the patron leaving the site of the dispute, the gaming operation shall immediately notify an Inspector. The Inspector shall investigate the dispute at the site and time of its occurrence, and determine

how much, if any, of the prize is to be awarded or the winning is to be paid.

(2) In the event that the dispute is not resolved to the satisfaction of the patron, then the Inspector shall immediately notify the Tribal Gaming Commission and the patron may pursue the matter in the following sequential manner:

(a) investigation and determination by the Tribal-Gaming Commission as provided in Section 14:(B) of this Tribal-State Compact.

(b) mediation as provided in Section 14:(C) of this Tribal-State Compact.

(c) legal action or proceeding as provided in Section 14:(D) of this Tribal-State Compact.

(B) In the event a dispute arises from the gaming operation refusing to award an alleged prize or pay an alleged winning to a patron, the dispute is not resolved to the satisfaction of the patron, and the dispute involves an alleged prize or winning with a value of $500 or more, then:

(1) The gaming operation shall immediately notify the Tribal Gaming Commission. The Tribal Gaming Commission shall investigate the dispute and determine how much, if any, of the prize is to be awarded or the winning is to be paid, and shall provide written notification to the patron of their determination within thirty (30) days from the date of the dispute.

(2) In the event that the dispute is not resolved to the satisfaction of the patron, then the patron may pursue the matter in the following sequential manner:

(a) mediation as provided in Section 14:(C) of this Tribal-State Compact.

(b) legal action or proceeding as provided in Section 14:(D) of this Tribal-State Compact.

(C) The Commercial Mediation Rules of the American Arbitration Association, as appropriate, shall be utilized to resolve disputes arising from the conduct of Class III gaming, and in instances specified in this Tribal-State Compact. The Commercial Mediation Rules of the American Arbitration Association shall be made an Appendix to this Tribal-State Compact.

(D) Upon completion of the mediation in Section 14:(C) of this Tribal-State Compact, and if the dispute is not resolved to the satisfaction of a party, then that party may seek their remedy through a legal action or proceeding. Exclusive venue for any action or proceeding in which the **State of Louisiana** is a party shall be in the 19th Judicial District Court. Upon a final judgment of such an action or proceeding, the losing party shall pay all costs, including attorney's fees, to the prevailing party.

(E) Notwithstanding any other provision to the contrary, the parties involved in a dispute arising from the conduct of Class III gaming may, by mutual consent, agree and submit to any alternative method of dispute resolution.

SECTION 15: EFFECTIVE DATE AND DURATION

(A) This Tribal-State Compact shall become effective and binding upon the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** upon the publication in the Federal Register of notice of approval by the Secretary of the Interior of the United States of America.

(B) This Tribal-State Compact shall expire seven (7) years after it becomes binding upon the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.**

(C) This Tribal-State Compact shall automatically be extended for terms of seven (7) years, unless the **Tunica-Biloxi Indian Tribe of Louisiana** or the **State of Louisiana** provides written notice of non-renewal not less than 180 days prior to the expiration of the original term of this Tribal-State Compact or any extension thereof.

(D) In the event that written notice of non-renewal is provided to the **Tunica-Biloxi Indian**

Tribe of Louisiana or the **State of Louisiana**, then the **Tunica-Biloxi Indian Tribe of Louisiana** may request the **State of Louisiana** to commence good faith negotiations for a successor Tribal-State Compact, as provided in the Indian Gaming Regulatory Act.

SECTION 16: NOTICES

All notices required or authorized by this Tribal-State Compact shall be served by certified or private postal services which require a signature for receipt. All such notices shall be provided to the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana** at the following addresses:

(A) Tribal Chairman
Tunica-Biloxi Indian Tribe of Louisiana
Post Office Box 331
Marksville, Louisiana 71351

(B) Governor
State of Louisiana
Post Office Box 94004
Baton Rouge, Louisiana 70804

(C) Indian Gaming Enforcement Unit
Department of Public Safety and Corrections
Post Office Box 66614
Baton Rouge, Louisiana 70896

SECTION 17: EXECUTION

IN WITNESS WHEREOF, as duly authorized representatives of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana**, we have hereunto set our hands officially and caused to be affixed the Great Seals of the **Tunica-Biloxi Indian Tribe of Louisiana** and the **State of Louisiana.**

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

EARL J. BARBRY, SR.
TRIBAL CHAIRMAN
DATE: 9/22/92

STATE OF LOUISIANA

EDWIN W. EDWARDS
GOVERNOR
DATE: 9/8/92

UNITED STATES OF AMERICA

Acting ASSISTANT SECRETARY - INDIAN AFFAIRS
DATE: 11-10-92

APPENDIX A

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA
LEGAL DESCRIPTION OF GAMING LANDS

Commencing at the intersection of the east right-of-way of La. Hwy. No. 1 and the north right-of-way of Avoyelles Parish Road No. 199, thence North 15 degrees 16 minutes West, along the east right-of-way of La. Hwy. No. 1, a distance of 396.0 feet to the point of beginning (P.O.B. 2) of the land to be described; thence North 74 44 minutes East a distance of 523 feet, thence South 83 degrees 16 minutes East a distance of 437.0 feet; thence North 2 degrees 44 minutes East a distance of 1,072.0 feet; thence North 74 degrees 44 minutes East a distance of 514.0 feet; thence North 13 degrees 27 minutes East a distance of 60.1 feet; thence North 16 degrees 17 minutes East a distance of 367.4 feet; thence South 78 degrees 08 minutes West a distance of 731.4 feet; South 1 degree 44 minutes West a distance of 655.2 feet; thence South 52 degrees 44 minutes West a distance of 495.0 feet; thence South 74 degrees 44 minutes West a distance of 614.- feet; thence South 15 degrees 16 minutes East, along the east right-of-way of La. Hwy. No. 1, a distance of 453.0 feet to the point of beginning.

APPENDIX B

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA
LEGAL DESCRIPTION OF NON-GAMING LANDS

Point of Beginning being N 24o05'30"W, 82.608 chains from "BM Victor No. 1": Thence N 19 °38'15"E, 15.172 chains: Thence N 43o53'15"E, 7.723 chains: Thence N 63°35'15"E, 33.963 chains: Thence S76°43'00"E, 21.636 chains: Thence S26°48'00"W, 26.676 chains to a point Latitude 31° 06'36.771"N, Longitude 92° 03'13.753"W: Thence S78° 08'00"W, 31.755 chains: Thence N 88° 55'45"W. Township 2 North, Range 4 East, of the Louisiana Meridan, Avoyelles Parish, State of Louisiana.

APPENDIX C

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA
TECHNICAL STANDARDS AND RULES OF THE GAMES

APPENDIX D

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA
SYSTEM OF ACCOUNTING AND INTERNAL CONTROLS

TUNICA-BILOXI INDIANS OF LOUISIANA
RESOLUTION #02-92

A RESOLUTION TO AUTHORIZE THE TRIBAL CHAIRMAN TO SIGN AND ENTER INTO THE ATTACHED COMPACT BETWEEN THE TUNICA-BILOXI INDIANS OF LOUISIANA AND THE STATE OF LOUISIANA FOR THE CONDUCT OF CLASS III GAMING AS DEFINED BY THE INDIAN GAMING REGULATORY ACT OF 1988.

WHEREAS, the Tunica-Biloxi Indians of Louisiana is a sovereign Indian Nation and recognized as such by the United States of America; and

WHEREAS, the Tunica-Biloxi Tribal Council is the duly elected governing body of the Tunica-Biloxi Indians of Louisiana, as authorized by Article IX, Section 1 of the Tribal Constitution and By-Laws; and

WHEREAS, the Tribal Council is charged by Article XIII, Section 1 of the Charter with the duty of supervising and managing Tribal economic affairs and enterprises, and with the furtherance and promotion of the general welfare of the Tunica-Biloxi people; and

WHEREAS, the Tunica-Biloxi Indians of Louisiana have the authority to enter into Class III Gaming as defined by the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §2710, et seq; and

WHEREAS, by authorization of Tribal Resolution #33-91, the Chairman has negotiated with the State of Louisiana to secure a compact between the State and the Tribe in order to conduct Class III Gaming as defined above; now therefore be it

RESOLVED, that the Tunica-Biloxi Tribal Council does hereby authorize the Tribal Chairman to sign and enter into the attached compact between the Tunica-Biloxi Indians of Louisiana and the State of Louisiana for the conduct of Class III Gaming as defined by the Indian Gaming Regulatory Act of 1988.

Resolution #02-92 (cont.d)

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Tunica-Biloxi Indians of Louisiana, certify that the Tribal Council of said Tribe is composed of 7 members, of whom 6, constituting a quorum were present at a COUNCIL meeting thereof, duly called, noticed, convened, and held this 2ND day of FEBRUARY, 1992; and that the foregoing Resolution was duly ADOPTED by a vote of 6 members in favor, 0 opposed, and 0 abstaining.

Dated this 2ND day of FEBRUARY, 1992.

ATTEST:

Earl J. Barbry Sr.
CHAIRMAN

SECRETARY-TREASURER

TUNICA-BILOXI INDIANS OF LOUISIANA
RESOLUTION #19-92

A RESOLUTION TO AUTHORIZE THE TRIBAL CHAIRMAN TO SIGN THE ATTACHED COMPACT AMENDMENT BETWEEN THE TUNICA-BILOXI INDIANS OF LOUISIANA AND THE STATE OF LOUISIANA FOR THE CONDUCT OF CLASS III GAMING AS DEFINED BY THE INDIAN GAMING REGULATORY ACT OF 1988.

WHEREAS, the Tunica-Biloxi Indians of Louisiana is a sovereign Indian Nation and recognized as such by the United States of America; and

WHEREAS, the Tunica-Biloxi Tribal Council is the duly elected governing body of the Tunica-Biloxi Indians of Louisiana, as authorized by Article IX, Section 1 of the Tribal Constitution and By-Laws; and

WHEREAS, the Tribal Council is charged by Article XIII, Section 1 of the Charter with the duty of supervising and managing Tribal economic affairs and enterprises, and with the furtherance and promotion of the general welfare of the Tunica-Biloxi people; and

WHEREAS, the Tunica-Biloxi Indians of Louisiana have the authority to enter into Class III Gaming as defined by the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §2710, et seq; and

WHEREAS, by authorization of tribal Resolution #33-91, the Chairman has negotiated with the State of Louisiana to secure a compact between the State and the Tribe in order to conduct Class III Gaming as defined above; now therefore be it

RESOLVED, that the Tunica-Biloxi Council does hereby authorize the Tribal Chairman to sign the attached Compact Amendment between the Tunica-Biloxi Indians of Louisiana and the State of Louisiana for the conduct of Class III Gaming as defined by the Indian Gaming Regulatory Act of 1988.

Resolution #19-92 (contd.)

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Tunica-Biloxi Indians of Louisiana, certify that the tRibal Council of said Tribe is composed of 7 members, of whom 5, constituting a quorum were present at a **Council** meeting thereof, duly called, noticed, convened, and held this **2nd** day of **November**, 1992; and that the foregoing Resolution was duly **adopted** by a vote of 5 members in favor, 0 opposed, and 0 abstaining.

Dated this **2nd** day of **November**, 1992

ATTEST:

CHAIRMAN

SECRETARY-TREASURER