

MAR 27 2000

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Tribal Attorney for the Cahto Tribe, Laytonville Rancheria
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Dear Mr. Rapoport:

This letter is in response to your request for the National Indian Gaming Commission (NIGC) to review and approve the Cahto Tribe, Laytonville Rancheria's (Tribe) Gaming Ordinance No. 2000-1. This letter constitutes such approval under the Indian Gaming Regulatory Act (IGRA). It is important to note that the gaming ordinance is approved for gaming only on Indian lands, as defined in the IGRA, over which the Tribe has jurisdiction.

With approval of this gaming ordinance, the Tribal Gaming Commission is now required to conduct background investigations on its key employees and primary management officials. The NIGC expects to receive a completed application for each key employee and primary management official, pursuant to 25 C.F.R. § 556.5(a), and an investigative report on each background investigation, pursuant to 25 C.F.R. § 556.5(b), before the Tribal Gaming Commission issues a license to a key employee or primary management official.

Thank you for submitting the ordinance for review and approval. The NIGC staff and I look forward to working with you and the Cahto Tribe, Laytonville Rancheria on future gaming issues.

Sincerely yours,



Montie R. Deer
Chairman

cc: Genevieve Campbell, Tribal Chairperson

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**GAMING ORDINANCE
OF THE
CAHTO TRIBE
LAYTONVILLE RANCHERIA**

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**ORDINANCE NO. 2000-1
GAMING ORDINANCE OF THE
CAHTO TRIBE, LAYTONVILLE RANCHERIA**

The Cahto Tribe of California, a federally recognized Indian Tribe ("Tribe") acting through its General Council in the exercise of its inherent sovereign power to enact ordinances and otherwise safeguard and provide for the health, safety, and welfare of the of the Laytonville Rancheria ("Rancheria") and the members of the Tribe, hereby enacts this Ordinance which shall hereinafter be cited as the Cahto Tribe Gaming Ordinance of 2000 ("Ordinance"). This Ordinance and any regulations promulgated thereunder shall constitute the entire gaming regulations for the Tribe.

SECTION 1. FINDINGS AND POLICY

This Ordinance is adopted by the General Council, pursuant to its authority under the Articles of Association of the Laytonville Rancheria, for the purpose of establishing the terms for gaming on the Rancheria for tribal governmental and charitable purposes, and to develop, operate, and regulate such gaming consistent with the findings herein and in conformity with the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA") and regulations promulgated thereunder.

The Tribe finds that:

- A. Gaming on its Rancheria is a valuable means of generating revenues that are needed for economic development, to promote tribal self-sufficiency, employment, job training, a strong tribal government and to fund and ensure essential social programs and services;
- B. The Tribe desires to conduct certain forms of gaming to provide needed revenues for the Tribe, and to regulate and control such gaming in a manner that will protect the environment, the Rancheria, the health, security, and general welfare of the Tribe; and
- C. The Tribe desires to own all gaming on tribal lands, and to manage and regulate such gaming in a manner that will adequately address the special interests and needs of the Tribe.

SECTION 2. OWNERSHIP OF GAMING

The Tribe shall have the sole proprietary interest in, and responsibility for, the conduct of any gaming operation facilities and/or enterprise(s) authorized by this Ordinance, except to the extent that the Tribe may contract with and license a person or entity to operate or manage the enterprise pursuant to the provisions of IGRA and the regulations promulgated thereunder, or as otherwise permitted by law. It shall be unlawful for any person, organizations, or other legal entity, other than the Tribe itself, to conduct Gaming Activities on the Rancheria.

SECTION 3. DEFINITIONS

Unless specified otherwise, the terms used herein shall have the same meaning as in IGRA including, but not limited to, references to "Net Revenues," "Class I, Class II, or Class III" gaming, except for references to "Commissioners," "Commission," or "Gaming Commission," which shall mean the Cahto Tribe Gaming Commission or its Commissioners, established and described herein.

- A. **"Confidential Records and Information"** shall mean:
1. Records or information maintained by the Commission, the Gaming Facility, or the Tribe, about individuals (including, but not limited to, personnel records and records containing information about applications for Commission licenses, permits, or benefits);
 2. Records or information reported to the Commission, the Gaming Facility, or the Tribe, pertaining to business transactions and finances of a Gaming Facility or an applicant for a license or a licensee including, but not limited to, real or personal property transactions, financial records (e.g. income statements, balance sheets, profit and loss statements); Confidential Records and Information does not include financial information subject to disclosure to the general public by the National Indian Gaming Commission;
 3. Records or information about complaints to the Commission, or investigations of those complaints by Commission officials, or other investigations conducted by the Commission;
 4. Correspondence of and to the Commission, the Commission Chairman, the Gaming Facility, the Gaming Facility Operations Manager, the Gaming Facility General Manager, or any members of the Tribe's Executive Committee; and

5. Records which reveal the deliberative process, impressions, evaluations, opinions, recommendations, meeting minutes, research, work product, theories or strategy of the Commission.

B. **“Executive Committee”** shall mean the Executive Committee of the Tribe as set forth in the Articles of Association of the Laytonville Rancheria.

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

D. **“Gaming Activities”** shall mean any Class I, Class II, or Class III Gaming Activity conducted by, or under the jurisdiction of, the Tribe.

E. **“Gaming Commission”** or **“Tribal Gaming Agency”** shall mean the Gaming Commission as established herein under tribal law to fulfill such functions set by the National Indian Gaming Commission, to be primarily responsible for carrying out the Tribe’s regulatory responsibilities under IGRA and this Gaming Ordinance including the duties and responsibilities set forth in any Gaming Compact adopted by the Tribe.

F. **“Gaming Contractor”** shall mean any person or entity that supplies gaming devices, equipment, personnel, or services (including gaming management or consulting services) to any Gaming Facility or Enterprise.

G. **“Gaming Employee”** shall mean any person who operates, maintains, repairs, assists in, or is in any way responsible for supervising Gaming Activities; or Persons who conduct, operate, account for, or supervise any Gaming Activity; or Persons in a category under federal or tribal gaming law, or an applicable Tribal-State gaming compact, requiring licensing, or is a person whose employment duties require or authorize access to areas of the Gaming Facility which are not open to the public. In defining those categories of Persons who are required to be licensed under tribal gaming law, the Tribe may consider the inclusion of Persons who are required to be licensed pursuant to state gaming law.

H. **“Gaming Enterprise”** shall mean any gaming business, event, enterprise, or activity, licensed by the Tribe and located on the Laytonville Rancheria.

I. **“Gaming Facility”** shall mean any building or room in which Class III Gaming Activities or gaming operations occur, or in which the business records, receipts or other funds of the gaming operation are maintained (but excluding off-site facilities primarily dedicated to storage of such records, and financial institutions), and all rooms, buildings and areas, including parking lots, walkways, and means of ingress and

egress associated therewith, provided nothing herein shall prevent the conduct of Class II gaming (as defined under IGRA) therein.

J. **“General Council”** shall mean the governing body of the Tribe as established by the Articles of Association of the Laytonville Rancheria.

K. **“Investor”** shall mean any person who manages any Gaming Activity or owns or leases equipment or facilities used in Gaming Activities or has loaned to or invested funds in any gaming activities, or who owns or controls ten percent (%10) or more of any entity that is an investor or has contributed more than Five Thousand Dollars (\$5,000) to any such person or entity. The definition of “Investor” does not include a federally or state chartered bank or savings and loan.

L. **“Key Employee”** shall mean a Person who performs one or more of the following functions:

1.
 - (a) Bingo Caller
 - (b) Counting Room Supervisor
 - (c) Chief of Security
 - (d) Custodian of gaming supplies or cash
 - (e) Floor Supervisor/Manager
 - (f) Card Table Supervisor/Manager
 - (g) Pit Boss
 - (h) Dealer
 - (i) Croupier
 - (j) Approver of credit
 - (k) Custodian of gaming devices including those persons with access to cash and account records within such devices
2. If not otherwise included in Section 3.L.1. above, the four most highly compensated persons in the gaming operation/facility.
3. If not otherwise included in Section 3.L.1. above, any other Person employed in the Gaming Facility whose total compensations is in excess of \$30,000 per year. At the discretion of the Gaming Commission, the General Council, or the Executive Committee, other positions or persons may be included under the definition of, and subject to the requirements for, Key Employees.

M. **“National Indian Gaming Commission: (“NIGC”)** shall mean the Commission established under IGRA.

N. **“Net Revenues”** shall mean gross gaming revenues from all Gaming Activities or a Gaming Enterprise, less amounts paid out as, or paid for, prizes, and less total of gaming-related operating expenses, excluding management fees.

O. **“Person”** shall mean any natural person or entity including, but not limited to, corporations, partnerships, and trusts.

P. **“Public Information”** means any annual reports made available to Tribal Members under Section 4.M.2 and any information made available to the general public by the National Indian Gaming Commission.

Q. **“Primary Management Official”** shall mean the person who has management responsibility for a management contract or any person who has authority to:

1. Hire and fire employees;
2. Set up working policy for the Gaming Facility/Enterprise;
3. Be the chief financial officer or other person who has financial management responsibility; and
4. At the discretion of the Gaming Commission with approval of the Tribe’s Executive Committee, other positions or persons may be included under the definition of, and subject to the requirements for, primary management officials.

R. **“Rancheria”** shall mean all lands under the jurisdiction and control of the Tribe.

S. **“State”** shall mean the State of California.

T. **“Tribe”** shall mean the federally recognized Cahto Tribe of California, Laytonville Rancheria.

U. **“Tribal Court”** shall mean any court established by the Tribe to hear disputes, or if there is none that can exercise jurisdiction, the General Council.

V. **“Tribal Member”** shall mean any duly enrolled member of the Cahto Tribe.

SECTION 4. TRIBAL GAMING COMMISSION

A. **Establishment of Tribal Gaming Commission.** There is established by the Tribe a Commission, acting under the authority of the General Council, to be known as the Cahto Tribe Gaming Commission. The Commission shall be composed of two (2) Tribal Members and one (1) Person who is not a Tribal Member and appointed by the Executive Committee, as further provided herein.

B. Qualifications. Commissioners must meet the following minimum qualifications.

1. Qualify for a license as a Key Employee or Primary Management Official, after submitting to a background investigation as authorized by this Ordinance;
2. Pass all drug tests that Key Employees are subject to;
3. Sign and be bound by a Confidentiality Agreement; and
4. Agree to refrain from all forms of gaming at the Tribe's Gaming Facility while serving on the Gaming Commission.

C. Disqualification From Office. The following persons may not serve as Commissioners:

1. Employees of any Gaming Enterprise/Facility on the Rancheria;
2. Persons who fail to qualify for license as a Key Employee or Primary Management Official after the completion of a background investigation as provided in this Ordinance.

D. Terms of Office. The Tribal Gaming Commissioners shall serve terms of two (2) years. Commissioners shall keep their positions beyond the set two (2) year terms until new Commissioners are appointed by the Executive Committee. The Tribal Gaming Commission shall remain in full force and effect for the duration of the Gaming Enterprise.

E. Appointment. Commissioners shall be appointed by the Executive Committee using the following procedure:

1. All applicants for Commissioners shall complete an application form adopted by the Executive Committee, and submit to a background investigation as authorized by this Ordinance.
2. At a duly called meeting, the Executive Committee shall vote for candidates who have applied. They shall vote separately to fill each vacancy. The Candidate with the highest number of votes cast shall be appointed.

F. Removal From Office. Except as provided herein, Commissioners may only be removed from office by the General Council or the Executive Committee for neglect of duty, misconduct, malfeasance, any cause that would disqualify them from serving on the Commission, any material omission or false statement in applying for appointment, or other acts that would render such persons unqualified for such duties or for licensing thereunder.

1. An affirmative two-thirds (2/3) majority vote of the General Council or the Executive Committee, after a duly noticed hearing at which the Commissioner charged with misconduct shall have the right to hear and present evidence concerning his/her removal, shall be required to remove a Commissioner.
2. At the request of the Commissioner whose removal is at issue, a hearing may be had in closed session. The General Council or Executive Committee may also elect to receive in closed session any evidence of public disclosure which might compromise any on-going law enforcement investigation. Notwithstanding the foregoing and without any prior notice or opportunity for a hearing, the General Council or Executive Committee shall remove any Commissioner who fails a background investigation or who becomes disabled from performing his/her duties. The Tribal Council shall fill any vacancy as provided in subsection E, above.

G. Quorum. Two (2) members of the Gaming Commission shall constitute a quorum.

H. Officers and Duties. The Executive Committee shall appoint Commissioners to the positions of Chairman, Vice-Chairman, and Secretary. The Chairman shall preside over meetings of the Gaming Commission and the Vice-Chairman shall preside in absence of the Chairman. The Secretary shall record in writing the minutes of all Gaming Commission meetings and all official actions taken by the Commission. The Commission shall work as a team and maintain equal status among all Commissioners.

I. Voting. All actions of the Gaming Commission shall be taken by majority vote. The Commission Chairman may vote on any issue. The Commission may adopt formal rules of procedure for its meetings/hearings.

J. Meetings. Meetings shall be held at least once per month at the Tribe's primary meeting facility. Additional meetings shall be held as called by at least two (2) other Commissioners. Meetings may be called at any time, by any means, with unanimous consent of the Commissioners.

K. Compensation for Serving; Commission Costs and Expenses. The two (2) Tribal Members shall be paid fifty dollars (\$50) per meeting with no more than four (4) paid meetings per month. The non-tribal member employed by the Tribe to conduct background checks shall be compensated at a rate to be determined by the Executive Committee. The Executive Committee may elect, at its sole discretion, to compensate Commissioners at an agreed upon hourly rate. The Tribe shall pay for the Gaming Commission's costs and expenses subject to prior written approval by the Executive Committee setting forth the amounts to be compensated.

L. Powers and Duties. In order to meet the terms and responsibilities set forth in this Ordinance and required by a Tribal-State Compact and IGRA with respect to gaming operation and facility compliance, and to protect the integrity of the Gaming Activities, the reputation of the Tribe and the gaming operation for honesty and fairness, and the confidence of patrons that Tribal government gaming in California meets the highest standards of regulation and internal controls, the Gaming Commission shall be vested with the authority to promulgate rules and regulations governing the following subjects and ensure their enforcement in an effective manner:

1. Provide independent information to the General Council and the Executive Committee on the status of Gaming Activities being conducted with any Gaming Facility on the Laytonville Rancheria;
2. Establish and administer standards and procedures for the licensing of employees, persons, and entities who deal with the Gaming Facility/Enterprise, such as, manufacturers, and suppliers of machines, equipment and supplies;
3. Conduct or cause to be conducted, background investigations regarding any person in any way connected with any Gaming Activities, and issue licenses to all employees according to requirements at least as stringent as those in 25 C.F.R., parts 556 and 558;
4. To deny any application for license, to limit, cancel, revoke, terminate, condition, modify, suspend or restrict any license, to make findings of suitability, (and approve the imposition of a fine for any cause deemed reasonable by the Commission) upon any person holding a license;
5. Notify the National Indian Gaming Commission of licensing actions;
6. License each facility where gaming is allowed;
7. Ensure that each Gaming Facility is constructed in accordance with the standards set forth in a Tribal-State Compact. Ensure that each Gaming Facility is maintained and operated in a manner that adequately protects the environment, public health and safety, and persons employed by the Gaming Facility;
8. Cause to be conducted an audit of the gaming operation, not less than annually, by an independent certified public accountant, in accordance with Generally Accepted Accounting Principles ("GAAP) including, but not limited to, audits of contracts pursuant to Section 10.B below.

9. Ensure that net revenues from Gaming Activities are used for the limited purposes set forth in this Ordinance;
10. Ensure that the Gaming Facility complies with the Tribe's Minimum Internal Control Standards (MICS) and procedures for the Gaming Enterprise/Facility including, but not limited to, procedures for acquiring supplies and equipment.
11. Establish or approve rules of various games and inspect games, tables, equipment, machines, cards, chips or tokens used in the Gaming Enterprise/Facility. Establish standards/criteria for gaming machines and facilitate the testing of machines for compliance;
12. Inspect, examine, and monitor Gaming Activities, including the power to demand access to and inspect and examine any Gaming Facility, machine, device, practice, paper, book, record, or area and, in addition, audit all papers, books and records to ensure compliance with tribal law and regulations;
13. Conduct investigations and/or hearings of possible violations of regulatory or licensing matters; and hold such hearings, sit and act at such times and places, summon persons on the Rancheria to attend and testify at hearings, take testimony, and receive evidence as the Gaming Commission deems relevant in fulfilling its duties and take appropriate enforcement action;
14. Interact with other regulatory and law enforcement agencies regarding the regulation of gaming;
15. Resolve patron disputes and employee grievances pursuant to this Ordinance;
16. Determine standards of customer conduct for patron exclusions and maintain a list of those persons barred from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Tribe;
17. Protect patrons and property from illegal activity; detain persons who may be involved in illegal acts for the purpose of notifying appropriate law enforcement authorities;
18. Record any and all unusual occurrences within the Gaming Facility that deviate from normal operating policies and procedures (hereinafter "incident"). Adopt procedures for recording incidents. The procedures for recording incidents shall:

- (a) Specify that security personnel record all incidents regardless of an employee's determination that such incident may be immaterial (all incidents shall be identified in writing);
 - (b) Require the assignment of a sequential number to each report; and
 - (c) Require that each report include at a minimum:
 - (i) The record number;
 - (ii) The date;
 - (iii) The time;
 - (iv) The location of the incident;
 - (v) A detailed description of the incident;
 - (vi) The persons involved in the incident; and
 - (vii) The security department employee assigned to the incident.
19. Copies of all incident reports shall be forwarded to the Gaming Commission within seventy-two (72) hours of the incident.
 20. To the extent required, comply with any reporting requirements established by this Ordinance, Tribal law, IGRA, or a Tribal-State Compact to which the Tribe is party;
 21. Promulgate and issue such regulations as it deems appropriate subject to review and approval by the Executive Committee and/or the General Council, in order to implement and enforce the provisions of this Ordinance;
 22. Carry out such other duties with respect to Gaming Activities on the Rancheria as the Executive Committee or General Council shall direct;
 23. Establish employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like;
 24. Approve rules and regulations of each Class III game to be operated by the Tribe and any changes made to such rules and regulations.
 25. Maintain a copy of the rules, regulations, and procedures for each game as presently played including, but not limited to, the method of play and the odds and method of determining amounts paid to winners;
 26. Maintain a cashier's cage in accordance with industry standards for such facilities; and

27. Set forth regulations specific to technical standards for the operation of gaming terminals and other games authorized herein to be approved by the Executive Committee.

M. Reports.

1. Monthly Reports. The Commission shall make at least one report a month to the Executive Committee which shall include a summary of gaming activities and all licensing and enforcement actions.
2. Annual Reports. On or before April 30th of each year, the Commission shall provide to the Executive Committee an Annual Report summarizing its activities during the prior twelve (12) month period ending on December 31st. The Executive Committee shall release a summary of the Annual Report to Tribal Members within thirty (30) after receipt of the Annual Report from the Commission.
3. Other Reporting Requirements. As required, the Commission shall comply with any reporting requirements established under a Tribal-State Compact to which the Tribe is a party, IGRA, and regulations promulgated thereunder.

N. Disclosure of Information. The Commission shall adopt rules consistent with this Ordinance governing the disclosure of information in its records.

O. Public Information. Public Information shall be available to any Tribal official, Tribal employee, or Tribal member, during normal business hours (10:00 a.m. to 4:00 p.m.), upon reasonable notice. Any Tribal official, Tribal employee, or Tribal member may request copies of any identifiable public record. Commissioners shall not disclose confidential records or confidential information except as required to perform their specific job duties, to comply with applicable legal requirements, or as expressly authorized by the Executive Committee in writing.

Q. Relationship Between the Gaming Commission and the Primary Management Officials. Nothing in this Ordinance shall prevent the Gaming Facility General Manager and/or Operations Manager from undertaking any of the duties and responsibilities of the Gaming Commission, except that the Gaming Commission shall have primary responsibility for carrying out its duties and responsibilities. To the extent the Gaming Commission fails to perform its duties or responsibilities under this Ordinance, it shall be the responsibility of the Gaming Facility General Manager and/or Operations Manager to perform those duties and responsibilities until such time as the Gaming Commission performs its duties and responsibilities. All disputes between the Gaming Commission and the Gaming Facility General Manager and/or Operations Manager shall first be resolved by

the Executive Committee. In the event that the Executive Committee is unable to resolve the dispute, the matter shall be resolved by the General Council.

R. Confidential Records. All confidential financial information, Gaming Commission records, license records, applications, personnel records, and background check documentation shall be kept by the Primary Management Officials in a locked box or cabinet in the Gaming Facility. Gaming Commissioners shall be given full unrestricted access to this information upon request without prior notice.

SECTION 5. ENFORCEMENT OF TRIBAL-STATE COMPACT PROVISIONS

A. Investigations and Sanctions.

1. The Gaming Commission shall investigate any reported violation of Tribal-State Compact provisions and shall require the gaming operation to correct the violation upon such terms and conditions as the Gaming Commission determines are necessary.
2. The Gaming Commission shall be empowered by this Ordinance to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Tribal-State Compact, or this Ordinance.
3. The Gaming Commission shall be required to report continued violations or failures to comply with their orders to the appropriate State agency, provided such continued violations and compliance failures have first been reported to the Executive Committee and no corrective action has been taken within a reasonable period of time.

B. Assistance by State Gaming Agency.

1. If requested by the Tribal Gaming Commission, the appropriate State gaming agency shall assist in any investigation initiated by the Tribal Gaming Commission and provide other requested services to ensure proper compliance with the provisions of the Tribal-State Compact.
2. The State shall be reimbursed for its reasonable costs of such assistance provided it has received express written consent from the Executive Committee in advance for such expenditures.

C. Access to Premises by State Gaming Agency: Notification and Inspection. The State gaming agency shall have the right to inspect the Tribe's gaming facilities and all gaming operation or facility records relating thereto pursuant to a Tribal-State Compact to which the Tribe is a party.

SECTION 6. AUTHORIZATION OF GAMING ACTIVITIES

A. Class I Gaming. Class I Gaming Activities shall mean social games solely for prizes of minimal value or traditional forms of Indian gaming as part of Tribal ceremonies or celebrations and are hereby permitted to the extent consistent with tribal custom and practice. The Gaming Commission may prohibit and prevent any conduct which is claimed to be Class I gaming if the General Council or Executive Committee finds that such conduct is not in accordance with tribal customs or practices, or violates IGRA or any other law.

B. Class II Gaming. Class II gaming as defined in IGRA, 25 U.S.C. § 2703(9)(7)(A) and by the regulations promulgated by the National Indian Gaming Commission at 25 C.F.R. § 502.3 is hereby authorized.

C. Class III Gaming. Class III gaming as defined in IGRA, 25 U.S.C. § 2703(8) and the regulations promulgated by the National Indian Gaming Commission ("NIGC") at 25 C.F.R. § 502.4 is hereby authorized. Class III gaming is any type of Class III gaming conducted pursuant to the terms of a Tribal-State Compact.

D. Conditions for Conducting Class II and Class III Gaming. Class II and Class III gaming is authorized as provided in subsections B and C above, provided the Tribe has the sole proprietary interest in and responsibility for the conduct of any Gaming Enterprise/Facility.

1. Nothing herein shall prohibit the Tribe from engaging the services of non-tribal persons as employees or engaging any person or entity to provide consulting or other technical assistance or to assist the Tribe in the management of Gaming Activities pursuant to a management agreement entered into under the provisions of IGRA.
2. Any Tribal-State Compact, when approved and published pursuant to IGRA, is hereby incorporated within and enacted as an integral part of this Ordinance with respect to all forms of Class III gaming as set forth herein; provided, however, that nothing in the adoption of a Tribal-State Compact shall be deemed to affect the operation by the Tribe of any Class II gaming, whether conducted within or without the Gaming Facility, or to confer upon any State any jurisdiction over such Class II gaming conducted by the Tribe on the Tribe's lands.

SECTION 7. GAMING REVENUES.

A. Tribal Property. Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all revenues generated from any Class II or Class III Gaming Activities are the property of the Tribe.

1. Ninety percent (%90) of any profits or net revenues from Gaming Activities shall be deposited into the Tribe's general treasury or such other tribal account as the Executive Committee shall determine. Once becoming part of the treasury, or tribal account, such funds shall lose any identity as gaming revenues except to the extent necessary to identify them as such to comply with IGRA.
2. Ten percent (%10) of any profits or net revenues from Gaming Activities shall be deposited into a Gaming Facility account to be used as a reserve fund for Gaming Facility operating expenses, expansion, marketing, and/or any other unexpected expenses that the Gaming Facility incurs. Funds from this account may only be spent with the consent of the Executive Committee and the Gaming Facility General Manager.
3. No Tribal Member shall be deemed to have any interest in such profits or net revenues, provided that the Executive Committee and/or General Council may adopt rules for distributing gaming proceeds to Tribal Members on a per capita basis provided such a plan meets the requirements of IGRA 25 U.S.C. § 2710(b)(3).
4. Payments from the general treasury funds to Tribal Members under other tribal programs including those related to health, welfare, education, elderly care, and housing shall not be deemed to be per capita payments.

B. Use of Net Revenues. Net Revenues from Gaming Activities may be used to:

1. To fund tribal government operations or programs;
2. To provide for the general welfare or the Tribe and its members;
3. To promote economic development for the Tribe;
4. To donate to charitable organizations;
5. To help fund operations of local government agencies; and/or
6. Per capita payments.

C. Allocation of Net Revenues. The Executive Committee shall prepare a financial plan and/or ordinance to allocate revenues to uses authorized under Section B including per capita payments. The Executive Committee may form an advisory committee consisting of Tribal Members to make recommendations regarding the financial plan and/or ordinance. The financial plan or ordinance must be approved by the General Council in accordance with the quorum and voting requirements set forth in the Articles of Association of the Laytonville Rancheria

D. Per Capita Payments. When per capita payments are authorized under subsection B.6. above:

1. Per capita payments may only be made pursuant to a financial plan and/or ordinance approved by the Secretary of the Interior or his duly authorized designee.
2. All per capita payments made to Tribal Members are subject to federal taxation. The Members shall be notified of such tax liability and any required withholding when payments are made.

SECTION 8. OPERATION OF GAMING ESTABLISHMENTS

A. Gaming Permitted as Licensed. Gaming Activities shall only be conducted in Tribally owned, operated, and licensed facilities pursuant to the provisions of this Ordinance.

1. Such activities shall be conducted in accordance with the terms and conditions of any license issued by the Tribe for such purposes as to each Gaming Facility.
2. Such licenses shall specify the hours of operation, type, and scope of Gaming Activities allowed therein, permitted uses of the facility for other activities, rules of conduct for employees and patrons, regulation of alcoholic beverages, food handling and entertainment, and such other matters as the Gaming Commission or the Executive Committee may deem necessary to the conduct of Gaming Activities therein.

B. Protection of the Environment and Public. Any construction or maintenance of any Gaming Facility and the operation of gaming therein shall be conducted in a manner which adequately protects the environment and the public health and safety.

C. Public/Patron Dispute Resolutions. If any customer or member of the general public has a dispute with a manager or employee of a Gaming Enterprise/Facility,

C. Public/Patron Dispute Resolutions. If any customer or member of the general public has a dispute with a manager or employee of a Gaming Enterprise/Facility, or the Tribe, it shall be resolved using the following procedure. The Gaming Enterprise/Facility General Manager and the Tribe shall endeavor to resolve disputes at the lowest level of management possible. Toward that end, any dispute involving gaming must be presented using the following multi-step process:

1. Step 1: If a patron has a complaint involving the conduct of a game or his/her treatment at the facility, he/she must discuss the matter with the employee involved in the incident. The employee must listen carefully and courteously to the patron's complaint. If the employee fails to resolve the complaint to the customer's satisfaction or lacks the authority to remedy the complaint, he/she shall immediately contact his/her immediate supervisor, if available, or the floor manager.
2. Step 2: If the supervisor or floor manager fails to resolve the dispute to the customer's satisfaction or lacks the authority to remedy the complaint, he/she shall refer the complaint to the Gaming Facility General Manager. The supervisor or floor manager shall also notify security. If a customer is referred to the Gaming Facility General Manager, the Gaming Facility General Manager shall interview the customer and, if necessary, the involved employee(s) and shall make a decision within a reasonable time, not to exceed seven (7) days. The General Manager shall obtain the customer's name, address, and telephone number. The General Manager shall notify the customer that if he/she remains dissatisfied, he/she can request in writing, review by the Tribal Gaming Commission within ten days (10) days after the General Manager's written decision is mailed to the customer.
3. Step 3: The Tribal Gaming Commission shall review the customer's written appeal and may interview the customer, the General Manager, and any employees involved. The Commission shall issue a written decision to the customer within fourteen (14) days after receiving the customer's written appeal. The Commission's written decision shall include a notice that the Commission's decision may be appealed to a hearing panel of three persons, to be appointed by the Executive Committee. The written appeal must include all information and issues the customer wants the hearing panel to consider in acting on the appeal. The appeal must be filed within fourteen (14) days of the date of the Commission's decision.

4. Step 4: The hearing panel shall conduct such hearing on the appeal as it deems appropriate. It may limit its review to the written appeal and the written decision of the Commission or it may invite the customer to present written testimony and it may receive testimony from the employees involved. The Executive Committee, based on the recommendations of the hearing panel, shall issue a written decision which shall be final.
5. All written notices and decisions shall be sent by regular first class mail to the customer at the address furnished by the customer. The time limits for complaints shall be calculated from the date appearing on the notices or decisions, provided these items are mailed on that date.
6. All claims by patrons shall be limited to a maximum recovery of \$10,000 per occurrence, and a cumulative limit of \$20,000 per patron per twelve (12) month period.
7. Nothing in this Section shall be construed as a waiver of the Tribe's sovereign immunity.

SECTION 9. AUDITS AND MINIMUM INTERNAL CONTROL STANDARDS

A. Annual Audits. The Executive Committee shall contract with a qualified independent certified public accountant or firm of accountants to conduct annual audits of each gaming activity as required pursuant to this Ordinance and the results thereof reported to the Gaming Commission, and, to the extent required by law, the National Indian Gaming Commission ("NIGC").

B. Minimum Internal Control Standards. The Executive Committee is hereby authorized to approve the Gaming Facilities' Minimum Internal Control Standards ("MICS"). The Executive Committee may modify the MICS as needed. The Primary Management Officials shall adopt written Standard Operation Procedures ("SOPS") pertaining to control standards not set forth in the MICS. To the extent that the Tribe cannot comply with the MICS, the Primary Management Officials shall adopt SOPS which contain compensating procedures which set forth controls which meet or exceed those controls set forth in the MICS.

SECTION 10. CONTRACTS

A. Procurement. The Executive Committee may adopt procurement policies from time to time. All purchases of services or supplies shall comply with the adopted procurement policies.

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

C. Preference. Any management and investment gaming contracts or other contracts must make provision for the preferential hiring of Tribal members and their spouses, followed by a preference for Native American Indian people and their spouses from Laytonville and the surrounding area, for jobs in the construction and operation of any Gaming Facility or Enterprise.

SECTION 11. LICENSES.

A. Licensing Requirements. It is the declared policy of the Tribe that all Gaming Activities be licensed and controlled so as to protect the morals, good order, and welfare of Tribal Members and other persons on the Rancheria and to preserve the honesty, fairness, and integrity of such Gaming Activities. Accordingly, no person shall engage in any Class II or Class III Gaming Activities on the Rancheria without an appropriate and valid independent Class II or Class III license issued by the Gaming Commission.

1. Any gaming license which is issued, or finding of suitability or approval by the Gaming Commission, shall be deemed a privilege subject to suspension or revocation.
2. No license shall be issued that would place the Rancheria in violation of the IGRA and regulations promulgated thereunder and, as applicable, provisions of a Tribal-State Compact to which the Tribe is a party, or of any applicable law.
3. The licensing requirements of this Ordinance are in addition to any state certificates or licenses required by a Tribal-State Compact to which the Tribe is a party and any certificates or licenses required by the NIGC.
4. Persons: The following persons must obtain licenses:
 - a. all Primary Management Officials
 - b. all Key Employees
 - c. any other employee or class of employees as determined by the Commission and/or the Executive Committee.

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

C. Standard for License. Licenses issued hereunder shall be issued according to requirements at least as stringent as those set forth in 25 C.F.R. parts 556 and 558, and any amendments thereto, and in the case of Class III Gaming Licenses, also according to requirements at least as stringent as those set forth in a Tribal-State Compact to which the Tribe is a party. The Executive Committee and the Gaming Commission reserve the right to issue licenses pursuant to standards which are more stringent than those required either by the NIGC or by a Tribal-State Compact.

D. Standards of Conduct. All persons engaged by or associated with any Gaming Activity on the Rancheria shall conduct themselves with honesty, integrity, and with such decorum and manners as may be necessary to reflect positively on the Tribe, its members and the Gaming Activities involved. Any failure to abide by such standards, or any violation of any rule, ordinance, custom, or tradition of Tribe or the Gaming Facility, or the terms or conditions of the license, may be grounds for immediate suspension or revocation of any license issued hereunder.

E. Applicant Claim of Privilege. An applicant may refuse to disclose information based upon a claim of privilege afforded by law in connection with a gaming license application or investigation, but a claim of privilege with respect to any testimony or evidence pertaining thereto may constitute sufficient grounds for denial, suspension, or revocation.

F. Release of Information. All persons applying for a license shall agree to release the information necessary in order for the Gaming Commission to achieve its goals under this Ordinance, and to furnish such information to the Bureau of Indian Affairs, the NIGC, or such other governmental agency as may be required by law.

G. License Renewal. All licenses shall be subject to renewal at least every five (5) years, and may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have tended to disqualify such person for such a license, or for any material omission or false statement in an application. All licenses shall be automatically renewed every two years unless the Gaming Commission notifies the licensee that additional information, or a new application, is required.

H. Temporary Licenses. Pending completion of an investigation for a license, temporary license of no more than ninety (90) days duration may be issued by the Gaming Commission if, in its sole discretion, it deems it appropriate to do so.

1. Such temporary licenses shall permit the licensee to engage in such activities and pursuant to such terms and conditions as may be specified by the Gaming Commission.

2. Such temporary licenses shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or at an earlier specified expiration date, whichever occurs first.

I. License Investigations. The Gaming Commission may employ all reasonable means to acquire the information necessary to determine whether or not a license should be issued. With the prior express written consent of the Executive Committee, the Gaming Commission may hire a private investigator to conduct investigations and/or background checks pursuant to this Ordinance.

J. License Fees. Unless specifically waived by the Gaming Commission and/or the Executive Committee, all license applicants shall be required to pay all applicable license fees and costs when due, including a reasonable deposit for costs incurred in obtaining information in connection with the license application. Estimates of license costs shall be provided to applicants upon reasonable request. Payment for all reasonable fees and costs must be received prior to the issuance of a license. All employees shall pay a one-time hundred and fifty dollar (\$150) license fee. This one-time fee may be increased or decreased by the Executive Committee.

K. Appeals. All decisions of the Gaming Commission regarding the issuance or revocation of licenses shall be effective when issued.

1. An applicant or licensee whose license is denied, revoked or suspended may, within thirty (30) days after the date of receipt of a written decision of the Gaming Commission, file a petition with the Gaming Commission requesting a hearing to reconsider the decision, and shall have the right to appeal such decision to the Tribal Court.
2. Any Tribal Member who is denied a license by the Gaming Commission may, within sixty (60) days of written notice of such denial, appeal the denial to the Gaming Commission, which shall have the power to reverse its prior decision and order that such license be issued. The Tribal Member shall have the right to appeal the Gaming Commission's decision to the Executive Committee, provided that no license shall be issued for more than one (1) year, subject to the renewal procedures set forth herein, and provided that no order of the Gaming Commission or Executive Committee that a license be issued shall be valid if such issuance would place the Tribe in violation of any Tribal State Compact to which the Tribe is a party, or any applicable law.

L. Background Investigations.

1. The Gaming Commission shall request from each employee all of the information specified in subsections (a) through (n) below. The Gaming Commission reserves the right, at any time, to request additional information either prior to, during, or subsequent to, any background investigation.
 - (a) Full name, other names used (oral or written), social security number(s), date of birth, place of birth, citizenship, gender and all languages (spoken or written);
 - (b) Currently and for at least the previous ten (10) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license number(s);
 - (c) Names and current addresses of at least three (3) personal references;
 - (d) Current business and residence telephone numbers;
 - (e) A description of any existing and previous business relationships with the gaming industry generally including ownership interests in those businesses;
 - (f) A description of any existing and previous business relationships with Indian tribes including ownership interests in those businesses;
 - (g) Name and address of any licensing or regulatory agency with which the person has ever filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
 - (h) For each felony for which there is an on-going prosecution or a conviction: the charge, the name and address of the court involved, and the date and disposition, if any, of the case;

- (i) For each misdemeanor conviction or on-going misdemeanor prosecution (excluding minor traffic charges), whether or not there is, or was a conviction, if such criminal charge is within ten (10) years of the date of the application: the name and address of the court involved, and the date and disposition, if any, of the case;
 - (j) For each criminal charge (excluding minor traffic charges) whether or not there is or was a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to subsections (h) or (i) above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;
 - (k) Name and address of any licensing or regulatory agency (federal, tribal, state, local, or foreign) with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
 - (l) Current photographs;
 - (m) Any other information the Executive Committee and/or the Gaming Commission deem(s) relevant; and
 - (n) Fingerprints consistent with procedures adopted by the Gaming Commission according to 25 C.F.R. § 522.2(h).
2. The Tribe shall conduct or cause to be conducted an investigation, through the Gaming Commission, sufficient to make a "Suitability Determination" as required under this Ordinance. In conducting the background investigation, the Gaming Commission and its agents shall promise to keep confidential the identity of each person interviewed in the course of the investigation.
3. The Gaming Commission shall arrange to take the applicant's fingerprints and forward those fingerprints directly to the NIGC, to be forwarded to the Federal Bureau of Investigation ("FBI"), and/or the National Criminal Information Center ("NCIC"), for review of the applicant's criminal history, and to perform, or arrange to have performed, the necessary background investigation of the applicant required by this Ordinance.

4. Such investigation shall include contacting each reference provided in the application and taking all appropriate steps necessary to verify the accuracy of the information contained in the application.
5. There shall be a written investigation report of the findings and conclusions of each investigation. The investigative report shall include:
 - (a) the steps taken in conducting a background investigation;
 - (b) the results obtained;
 - (c) the conclusions reached; and
 - (d) the basis for those conclusions.
6. The Gaming Commission shall review the findings and conclusions of the report to determine whether to grant or deny the license applied for.

M. Suitability Determination. The Gaming Commission shall review a Person's prior activities, criminal record, if any, and reputation, habits, and associations to make a finding concerning the eligibility of an applicant for employment in a Gaming Enterprise/Facility.

1. The Gaming Commission shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Tribe's gaming operations and tribal government gaming generally are free from criminal and dishonest elements.
2. No license shall be issued unless, in addition to any other criteria in IGRA or this Ordinance, the Gaming Commission is satisfied that the applicant is all of the following:
 - (a) A Person of good character, honesty, and integrity; and
 - (b) A Person who poses no threat to the public interest or to the effective regulation of gaming, and does not create or enhance the danger of unsuitable, unfair, or illegal practices, methods and/or activities.
3. No license shall be denied to an applicant solely on the grounds that the Person may have violated a law in the exercise of, or protection of, a Tribe's sovereignty rights in connection with fishing, hunting, protection of burial grounds, and/or repatriation of remains of artifacts.

N. Forwarding License Applications and Reports to the NIGC

1. On or before the date a Key Employee or Primary Management Official is employed by a Gaming Facility/Enterprise authorized under this Ordinance, the Gaming Commission, acting on behalf of the Tribe, shall forward to the NIGC, the Person's completed application for employment containing the information required above under Section 11 of this Ordinance.
2. Prior to issuing a license to a Primary Management Official or Key Employee, the Gaming Commission, acting on behalf of the Tribe, shall forward to the NIGC, together with a copy of the Suitability Determination made under Section 11.M above, an investigative report on each background investigation.
3. The background investigation investigative report shall be forwarded to the NIGC within sixty (60) days after the employee begins work, or within sixty (60) days of the approval of this Ordinance by the NIGC. The Gaming Enterprise shall not employ or continue to employ any Person as a Key Employee or Primary Management Official who does not have a license within ninety (90) days of beginning work. The investigative report shall include the following information:
 - (a) The steps taken in conducting the background investigation;
 - (b) The results obtained;
 - (c) The conclusions reached; and
 - (d) The basis for those conclusions.
4. The Gaming Commission, acting on behalf of the Tribe, shall provide to the NIGC, or any other agency as required by law, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to Key Employees and Primary Management Officials, the Primary Management Officials shall retain applications for employment and reports (if any) of background investigations for inspection by the NIGC for no less than three (3) years from the date of termination of employment.
5. If a license is not issued to an applicant, the Gaming Commission shall notify the NIGC and may forward copies of its Suitability Determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Record System.

O. Granting a Gaming License.

1. If, within a thirty (30) day period after the NIGC receives a report required under subsection 11.N above, the NIGC notifies the Tribe that it has no objection to the issuance of a license pursuant to the license application filed for a Key Employee or Primary Management Official for whom the Gaming Commission has provided an application and investigative report, the Gaming Commission may issue a license.
2. The Gaming Commission shall provide any additional information requested by the NIGC concerning a Key Employee or Primary Management Official who is the subject of a report required under this subsection. An NIGC request for additional information shall suspend the thirty (30) day period established under this subsection until the NIGC receives the additional information.
3. If, within the thirty (30) day period established under this subsection, the NIGC provides a statement itemizing objections to issuance of a license to a Key Employee or Primary Management Official, the Gaming Commission shall reconsider the application, taking into account such objections. The Tribe retains the right to make the final determination whether to issue a license to the applicant.

P. License Suspension

1. If, after the issuance of a gaming license, the Gaming Commission receives reliable information from the NIGC or other reliable source(s) indicating that a Key Employee or Primary Management Official is not eligible for employment under the eligibility criteria established in Section 11 above, the Gaming Commission shall suspend the license and shall notify the licensee in writing of the license suspension and proposed revocation.
2. The Gaming Commission shall notify the licensee of a time and place for a hearing on the proposed revocation of the license.
3. After the revocation hearing, the Gaming Commission shall determine whether to revoke or to reinstate the gaming license. For actions taken in response to information provided by the NIGC, the Gaming Commission shall notify the NIGC of its decision.

Q. Facility Licenses. A separate license shall be required for each place, facility, or location, on any land where Class II and/or Class III gaming is to be conducted on the Rancheria. The Gaming Commission shall inspect and license each such facility in accordance with this Ordinance, a Tribal-State Compact to which the Tribe is a party, and any additional IGRA requirements.

R. Gaming Resource Supplier. Any Gaming Resource Supplier who provides, has provided, or is deemed likely to provide, at least twenty-five thousand dollars (\$25,000) in gaming resources in any 12-month period, shall be licensed by the Gaming Commission prior to the sale, lease, or distribution, or further sale, lease, or distribution of the gaming resources to, or in connection with, the Tribe's gaming operation or facility. The Gaming Resource Supplier licenses shall have no set term. Gaming Resource Suppliers shall be required to provide additional information upon a written request made by the Gaming Commission and/or the Executive Committee. Gaming Resource Suppliers shall notify the Tribe of any changes in the information set forth in their applications. If newly provided/discovered information contains grounds for the suspension and/or revocation of a license, and such license is thereafter suspended or revoked, the Tribe shall make reasonable accommodations with the Gaming Resource Supplier for the repayment of outstanding debt.

S. Financial Sources. Any party extending financing, directly or indirectly, to the Tribe's Gaming Enterprise/Facility, or gaming operation, shall be licensed prior to extending such financing. The Financial Source licenses shall have no set term. Financial Sources shall be required to provide additional information upon a written request made by the Gaming Commission and/or the Executive Committee. Financial Sources shall notify the Tribe of any changes in the information set forth in their applications. If newly provided/discovered information contains grounds for the suspension and/or revocation of a license, and such license is suspended or revoked, the Tribe shall make reasonable accommodations with the Financial Sources for the repayment of outstanding debt. Financing from a federal or state regulated bank, savings and loan, or other lending institution, a federally recognized Tribal government or tribal entity thereof, or any agency of the federal, state, or local government, may be excluded from obtaining a license at the discretion of the Executive Committee.

SECTION 12. APPLICATION FORMS.

Each application form for a Key Employee or Primary Management Official, or any employee shall contain notices as set forth in subsections (A) and (B) below. Any existing Key Employee or Primary Management Official, or any other employee, that has not completed an application form containing the language set forth in Section 12.A and B below shall be notified that they shall either complete a new application form that contains the Privacy Ordinance Notice and the Notice Regarding False Statements; or sign a statement that contains the Privacy Ordinance Notice and consent to the routine uses described in that notice and sign a statement that contains the Notice Regarding False Statements.

A. Privacy Ordinance Notice.

1. *In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of this information on this form is authorized by 25 U.S.C. § 2701 et seq.*
2. *The purpose of the requested information is to determine the suitability of individuals to be employed in a gaming operation.*
3. *The information will be used by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties.*
4. *The information may be disclosed to appropriate federal, tribal, state, local or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a Tribe or the NIGC in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a Tribe or a gaming operation.*
5. *Failure to consent to the disclosures indicated in this notice will result in a Tribe's being unable to hire you in a Primary Management Official or Key Employee position. The disclosure of your Social Security Number is voluntary. However, failure to supply a SSN may result in errors in processing your application.*

B. Notice Regarding False Statements

1. *A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also you may be punished by fine or imprisonment (U.S. Code Title 18, Section 1001).*

Applications and reports of background investigations of Primary Management Officials and Key Employees shall be retained by the Tribe for no less than three years from termination of employment.

SECTION 13. CLASS III GAMING: TRIBAL-STATE COMPACTS.

- A. The standards of operation and management for Class III games shall be at least as stringent as those set forth in a Tribal-State Compact to which the Tribe is a party. If the terms of a Tribal-State Compact to which the Tribe is a party conflict with the terms of this Ordinance, the terms set forth in the Tribal-State Compact shall apply instead of this Ordinance.
- B. The Tribe may adopt standards of operation and management for Class III games that are no less stringent than, or not otherwise inconsistent with, a Tribal-State Compact to which the Tribe is a party.
- C. All negotiations for Tribal-State Compacts shall be conducted through the Executive Committee with the advice of Tribal Counsel.

SECTION 14. INTEREST IN MANAGEMENT CONTRACTS BY TRIBAL OFFICIALS.

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

SECTION 15. SERVICE OF PROCESS.

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

SECTION 16. TRIBAL GAMING CORPORATION.

Nothing in this Ordinance shall prevent the Tribe, through its General Council and/or Executive Committee, from delegating the authority to conduct Gaming to one or more tribal commissions or corporations, so long as the tribal Gaming Enterprise(s) to which such authority is delegated agree(s) to meet all criteria and requirements established under this Ordinance.

SECTION 17. REPEAL OF PRIOR ORDINANCE. EFFECTIVE DATE.

This Ordinance and the regulations promulgated thereunder shall constitute the entire gaming regulations of the Tribe. All prior gaming acts and ordinances of the Tribe are repealed, and this Ordinance shall become effective upon its approval by the NIGC.

SECTION 18. SEVERABILITY.

If any provision or application of this Ordinance is determined by review to be invalid, such determination shall not be held to render such provision inapplicable to other persons or circumstances, nor shall such determination render invalid any other provision of this Ordinance.

SECTION 19. AMENDMENTS.

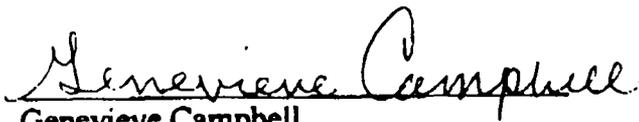
All provisions of this Ordinance are subject to revision, repeal, or amendment, by the General Council at any time. Regulations promulgated by the Gaming Commission under this Ordinance are subject to revision, repeal, or amendment by the General Council or Executive Committee at any time.

SECTION 20. SOVEREIGN IMMUNITY PRESERVED.

Nothing in this Ordinance is intended, or shall be construed, as a waiver of the sovereign immunity of the Tribe. No manager, officer, Commissioner, employee of the Gaming Commission, employee of the Gaming Facility/Enterprise, or employee/official of the Tribe, shall be authorized to waive the immunity of the Tribe without express written consent of the Executive Committee.

CERTIFICATION

We, the undersigned duly elected officials of the Cahto Tribe, Laytonville Rancheria, do hereby certify that the amendment to the Ordinance was adopted on January 5, 2000 by Thirty per-cent (30%) of the eligible voting members of the Cahto Tribe.


Genevieve Campbell

Tribal Chairperson
Cahto Tribe, Laytonville Rancheria

1-5-00
Date


Gertrude Wilson

Vice-Chairperson
Cahto Tribe, Laytonville Rancheria

1-5-00
Date