MAY 12 2005

Merlene Sanchez
Chairperson
Guidiville Indian Rancheria
P.O. Box 339
Talmage, CA 95481

RE: Amended Gaming Ordinance and Gaming Agency Ordinance

Dear Ms. Sanchez:

This letter is in response to your request for the National Indian Gaming Commission (NIGC) to review and approve amendments to the Guidiville Indian Rancheria Gaming Ordinance and Gaming Agency Ordinance (Gaming Ordinances), Resolution No. 04-5-4, approved by the Tribal Council on February 10, 2005. This letter constitutes such approval under the Indian Gaming Regulatory Act (IGRA). It is important to note that the Gaming Ordinances are approved for gaming only on Indian lands, as defined in the IGRA, over which the Tribe has jurisdiction.

Thank you for submitting the Gaming Ordinances for review and approval. The NIGC staff and I look forward to working with you and the Guidiville Indian Rancheria on future gaming issues.

Sincerely yours,

Philip N. Hogen
Chairman

Adopted 6/22/04 (By Resolution 04-05)

Amended 02/09/05 (By Resolution 05-01)

GUIDIVILLE RANCHERIA GAMING ORDINANCE

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GUIDIVILLE BAND OF POMO INDIANS

GAMING ORDINANCE

Adopted 6/22/04 (By Resolution 04-05)

Amended 02/09/05 (By Resolution 05-01)

ARTICLE I: GENERAL PROVISIONS

§ 1. Purpose.

The Guidiville Band of Pomo Indians, acting through its Tribal Council, pursuant to the Tribe's inherent authority and the Tribe's Constitution to enact ordinances, hereby enacts this Ordinance in order to set the terms for class II and class III gaming operations on the Guidiville Rancheria.

§ 2. Findings and Declarations.

The Guidiville Band of Pomo Indians finds and declares that -

(a) Gaming on the Rancheria provides economic development opportunities and a source of revenue for the Guidiville Band of Pomo Indians and its members that are needed to promote economic self-sufficiency, employment, job training, a strong tribal government and to fund and ensure essential social programs and services; and

(b) It is in the interests of the Tribe and its members to regulate and control gaming in a manner that will protect the environment, the Guidiville Band of Pomo Indians, the health, security and general welfare of the Tribe, the players and the community.

Therefore, the Tribal Council adopts this Ordinance to protect and promote the political integrity, economic security, health, safety and welfare of the Tribe, its members, and all persons living on or passing through the Guidiville Rancheria.

§ 3. Definitions.

Unless a different meaning is clearly indicated in this Ordinance, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.)* and its regulations (25 C.F.R. § 500 *et seq.).*

For the purposes of this Ordinance, the following words shall have the following meanings:

(a) The term "alleged violator" means any person alleged by the Gaming Agency, and/or its Executive Director, to have committed a violation of this Ordinance or any regulation or standard adopted pursuant to this Ordinance.

(b) The term "applicant" or "license applicant" means an applicant for a license for a gaming employee, a gaming resource supplier or persons extending financing, directly or indirectly, to the Tribe's gaming facility or persons with a financial interest

in the revenue generated from the gaming facility as a result of an investment of time expertise or service described as good and valuable consideration in a contract that relates to the gaming facility(s), in accordance with the licensing provisions of this Ordinance and any regulations, standards or procedures adopted pursuant to this Ordinance.

(c) The term "Compact" means a Tribal-State Compact between the Tribe and the State of California authorizing class III gaming activities, as required by Indian Gaming Regulatory Act, 25 U.S.C. § 2710(d)(1)(C) and amended from time to time.

(d) The term "Gaming Agency" means the Guidiville Band of Pomo Indians Gaming Agency established pursuant to the Ordinance Establishing the Guidiville Band of Pomo Indians Gaming Agency, duly adopted by the Tribal Council.

(e) The term "gaming facility" means any building in which class II or class III gaming activities are offered by the gaming operation within the boundaries of the Guidiville Band of Pomo Indians Rancheria

(f) The term "IGRA" means the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* and its regulations, 25 C.F.R. § 500 *et seq.*

(g) The term "key employee" ~~means:(1) A~~shall mean any person who falls within the definition of "key employee" in regulations promulgated by the National Indian Gaming Commission and codified at 25 CFR part 502.14 and shall mean any officer or any person who can substantially affect the course of business, make decisions, or is in a sensitive position in an organization that is a Class II and/or Class III contractor or applicant for a Tribal gaming license, including, but not limited to, a person who performs one or more of the following functions:

(i) bingo caller;

(ii) counting room supervisor;

(iii) chief of security;

(iv) custodian of gaming supplies or cash;

(v) floor manager;

(vi) pit boss;

(vii) dealer;

(viii) croupier;

(ix) approver of credit; or

(x) custodian of gambling devices including persons with access to cash and accounting records within such devices; If not otherwise included, any other person whose total cash compensation is in excess of fifty-thousand dollars ($50,000.00) per year; or

~~(2)~~ If not otherwise included, the four (4) most highly compensated persons in the gaming operation.

(h) The term "Municipal Services Agreement" means an agreement between the Tribe and a city or county local municipality for services including but not limited to, fire, police, water, wastewater, traffic control etc.

(i) The term "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. § 2704.

(j) The term "patron" means an individual who uses the services of the Tribe's gaming operation.

(k) The term "person" means any individual, corporation, firm, partnership, joint venture, association, social club, estate, trust, the United States, Tribe, State, County, City, district or other political subdivision of any state, or any other group or combination acting as a unit.

(l) The term "primary management official" ~~means:(1) The~~shall mean any person ~~having~~who has administrative or high-level management responsibility for part or all of the Class II and/or Class III gaming operation, whether as an employee or under a management contract~~; (2) Any~~, including, but not limited to, any person who has the authority to hire ~~and~~or fire employees ~~or to set up~~, establish working ~~policy~~policies for the gaming operation~~;~~, or~~(3) The~~ the chief financial officer or other person who has financial management ~~responsibility.~~responsibilities for Gaming Enterprise, and shall mean any person who falls within the definition of "primary management official" in regulations promulgated by the National Indian Gaming Commission and codified at 25 CFR part 502.19.

(m) The term "Rancheria" means all land water and resources which are held in trust or restricted status within the former boundaries of the Guidiville Rancheria, consistent with the terms of the decision in Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria et al, v. U.S.A., Civil No. C-86-3660-VRW (N.D. Cal. 1991), and to other such lands, water and resources as have been or may hereafter be acquired by the Tribe.

(n) The term "State Gaming Agency" means the State of California Gambling control commission

(o) The term "Tribal Council" means the Tribal Council of the Guidiville Band of Pomo Indians.

(p) The term "Tribal Court" means the Guidiville Band of Pomo Indians Tribal Court or such other judicial forum as designated by the Tribal Council. Any notices may be filed with the Tribal Court as designated by the Tribal Council, or, in the absence of such designation, with the Tribal Council at the office of the Tribal Council.

(q) The term "Tribal Member" means any individual who is duly enrolled in the Tribe in accordance with the Tribe's Constitution and any enrollment ordinance that may be enacted by the Tribe, as amended from time to time.

(r) The term "Tribe" means the Guidiville Band of Pomo Indians, a federally recognized Indian tribe.

§ 4. Jurisdiction.

(a) The applicability of this Ordinance shall extend to all persons who provide gaming services or who engage in gaming on the Rancheria or other territory over which the Tribe has jurisdiction.

(b) Any person who enters onto the Rancheria or other territory over which the Tribe has jurisdiction shall become subject to this Ordinance and shall be deemed to have consented to the jurisdiction of the Tribe and to be bound by the lawful enactments of the Tribe.

ARTICLE II: GAMING

§ 1. Gaming Authorized.

(a) Class II and class III gaming, as defined in 25 U.S.C. §§ 2703(7)(A) and 2703(8) and by the regulations promulgated by the NIGC at 25 C.F.R. §§ 502.3 and 502.4, is hereby authorized on the Rancheria. The class III gaming activities authorized by this Ordinance are those gaming activities authorized under the Compact.

(b) The Tribe retains exclusive jurisdiction over Class I gaming on the Rancheria. The Gaming Agency may prohibit and prevent any conduct, which is claimed to be Class I gaming if the Gaming Agency finds that such conduct is not in accordance with tribal customs or practices or violates IGRA or any other law.

§ 2. Ownership of Gaming.

(a) The Tribe shall have the sole propriety interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance.

(b) Nothing in this Ordinance shall prevent the Tribe from entering into contracts for the operation and management of gaming operations and facilities on the Rancheria pursuant to IGRA and its implementing regulations or as otherwise permitted by law.

§ 3. Use of Gaming Revenues.

(a) Net revenues from class II and class III gaming shall be used only for the following purposes:

(1) To fund tribal government operations and programs;

(2) To provide for the general welfare of the Tribe and its members;

(3) To promote tribal economic development;

(4) To donate to charitable organizations;

(5) To help fund operations of local government agencies; and/or

(b) If the Tribe elects to make per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. §§ 2710(b)(3).

§ 4. Audit.

(a) The Gaming Agency shall cause to be conducted annually an ~~independent~~external audit of gaming operations and shall submit the resulting audit reports to the NIGC. The annual audit shall be conducted 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.

(b) All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of twenty-five thousand dollars ($25,000.00) annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in Sub-section (a), above.

§ 5. Protection of Environment, Public Health, and Safety.

(a) Class II and class III gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety.

(b) The Tribal Council shall adopt standards for protecting the environment and the public health and safety that are consistent with Tribal law, federal law, Municipal Services Agreements and with its obligations under the Compact.

§ 6. Minimum Age Requirements.

(a) If the Tribe permits the consumption of alcoholic beverages in a gaming facility, no person under the age of twenty-one (21) years shall be permitted to be present in any area in which class II or class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the State Department of Alcoholic Beverage Control and the Tribal Liquor Control Ordinance.

(b) No person under the age of eighteen (18) years shall be permitted to be present in any room in which class II or class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the gaming facility.

§ 7. Firearms Control.

Possession of firearms shall be prohibited at all times in class II and class III gaming facilities operated under this Ordinance, as well as any hotels, restaurants and bars operated in connection with the gaming facilities, except for possession of firearms by state, local, or tribal security or law enforcement personnel authorized by federal, state or tribal law to possess firearms at the facilities.

§ 8. Resolution of Patron Disputes.

(a) With respect to Class II and Class III gaming, the ~~general~~management of the tribal gaming operations shall attempt to resolve on an informal basis any customer complaints relating to payment of prizes or services ~~and report any such resolution of the governing body of the enterprise. If the complaint cannot be resolved at the general manager level, the customer shall be informed that he/she has the right to present his or her complaint to the governing body of the gaming enterprise, whose~~up to and including One Hundred ($100.00) dollars. With respect to all disputes related to payment of prizes or services in excess of $100.00, the management of the gaming facility shall file a dispute form with the Tribal Gaming Agency. Hearings on such will be heard before the Agency, and both sides may present their case to the Agency. The Tribal Gaming Agency will resolve the dispute, and its decision shall be final.

§ 9. Indian Preference in Contracts.

Any management and investment gaming contracts development contracts or other gaming contracts for the construction and operation of any gaming facilities or activities must make provision for the preferential hiring of qualified Tribal Members and their spouses followed by a preference for qualified Native American Indian people and their spouses from the Rancheria and surrounding areas.

ARTICLE III: LICENSES

§ 1. Purpose of Article.

This Article describes the procedures to be followed by the Guidiville Band of Pomo Indians Gaming Agency when conducting background investigations and issuing licenses in connection with any class II or class III gaming facilities operated on the Guidiville Indian Rancheria pursuant to this Ordinance.

§ 2. License Required.

(a) The following persons and entities are required to be licensed by the Gaming Agency, and, as a basis for issuing a license, the Gaming Agency must conduct or cause to be conducted a background investigation, in accordance with the requirements of this Article, of those persons listed in Sub-sections (1) - (46), below:

(1) All employees, including key employees and primary management officials, employed at any class II or class III gaming enterprise operated under this Ordinance;

(i) Bingo Caller;

(ii) Counting room supervisor;

(iii) Chief of Security;

(iv) Custodian of gaming supplies or cash;

(v) Floor manager;

(vi) Pit boss;

(vii) Dealer;

(viii) Croupier;

(ix) Approver of credit; or

(ix) Custodian of gambling devices, including persons with access to cash and accounting records within such devices;

(xi) If not otherwise included above, any other person whose total cash compensation is in excess of $50,000.00 per year; or

(xii) If not otherwise included above, the four most highly compensated persons in the gaming operation.

Primary Management Official is any person who:

(xiii) Has management responsibility for a management contract;

(xiv) Has authority to hire and fire employees or to set up working policy for the gaming operation; or

(xv) Has financial management responsibility; for example, the chief financial officer.

(2) Gaming resource suppliers and vendors are required to be licensed pursuant to Section 5(a) 3(b) of this ordinance.

(3) Management and employees of any hotels, restaurants and bars operated in connection with the gaming facility and who have access to restricted areas of the gaming facility.

(4) Persons extending financing, directly or indirectly, to the Tribe's gaming facility or gaming operations, persons having a financial interest in the revenue generated from the gaming facility as a result of having provided financing, services or earned equity in the revenue generated from the gaming facility, except that ~~a federally regulated or state regulated bank, savings and loan or other federally- or state-regulated lending institution,~~ any agency of ~~the~~a Tribal, federal, state, or local government, or any investor who, alone or in conjunction with others, holds less than ten (10) percent of any outstanding indebtedness evidenced by bonds issued by the Tribe are excluded from the licensing requirements of this Article; and

(45) If not otherwise included in this Ordinance, any other person or business entitiy described or required to be licensed pursuant to the terms of the Compact.

(~~5~~6) Each place, facility, or location where class II or class III gaming is conducted under this Ordinance.

(b) Applicants for a license must submit a license application to the Gaming Agency on a form developed or provided by the Gaming Agency and in conformance with the application requirements set out in this Ordinance.

§3. Gaming Facility.

(a) The Gaming Agency shall issue a separate license to each facility where class II or class III gaming is conducted under this Ordinance. The license shall be posted in a conspicuous and public place in the gaming facility at all times.

(b) The Gaming Agency shall determine and, if appropriate, certify that each gaming facility, or the modification or expansion of a gaming facility, meets the Tribe's building and safety code and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. based an inspection by qualified building and safety experts.

(1) The Gaming Agency shall give reasonable notice of each inspection to the Tribal Chairperson. Within ten (10) days after completion of the inspection report, the reports shall be forwarded to the Tribal Chairperson, the Tribe's Building Department, and The Tribe's Public Safety Department.

(c) The Tribe is responsible for ensuring that any gaming facility condition noted in an inspection that does not meet the standards set out in Sub-section (b), above, is corrected.

§ 4. Gaming Resource Supplier.

(a) Any gaming resource supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars ($25,000.00) in gaming resources in any 12-month period, or who has received at least twenty-five thousand dollars ($25,000.00) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such gaming resources to or in connection with the Tribe's gaming facilities.

(b) The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of gaming resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a gaming resource supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the supplier's license by the Gaming Agency based on a determination of unsuitability by the States Gaming Agency.

§ 5. Financial Sources.

(a) Any person extending financing, directly or indirectly, to the Tribe's gaming facilities or gaming operations shall be licensed by the Gaming Agency prior to

extending that financing, provided that any person who is extending financing at the time of the execution of the Compact shall be licensed by the Gaming Agency within ninety (90) days of such execution. Any agency of a Tribal, federal, state, or local government, or any investor who, alone or in conjunction with others, holds less than ten (10) percent of any outstanding indebtedness evidenced by bonds issued by the Tribe are executed from this licensing requirement.

(b) Any agreement between the Tribe and a financial source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the financial source's license by the Gaming Agency based on a determination of unsuitability by the State Gaming Agency or upon the denial, revocation or non-renewal of a license by the Gaming Agency under the terms of this Ordinance.

(c) The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal.

(d) A gaming resource supplier who provides financing exclusively in connection with the sale or lease of gaming resources obtained from that supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to gaming resource suppliers.

(e) Any person or entity who has a financial interest in the revenue generated by the gaming facility exceeding $100,000 resulting from the investment of funds, the provision of services or through equity earned in a business transaction relating to the gaming facility.

(f) The Gaming Agency may, at its discretion, exclude from the licensing requirements of this section, financing provided by a federally regulated or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution; or any agency of a Tribal, federal, state, or local government; or any bond investor who, alone or in conjunction with others, holds less than 10% of any outstanding indebtedness evidenced by bonds issued by the Tribe.

§ 6. Powers and Duties of Gaming Agency.

(a) The Gaming Agency has the following powers and responsibilities:

(1) To conduct or cause to be conducted background investigations;

(2) To receive, directly or through its agents, state summary criminal history information, as defined in Sub-section 11105(a) of the California penal Code, as maintained under a license applicant's name by the California Department of Justice, and to take such measures as are reasonably necessary to prevent the release of such records or information to persons who are not authorized by law to receive the record or information;

(3) To prepare or cause to be prepared an investigative report in compliance with this Ordinance;

(4) To review and approve the investigative work done;

(5) To obtain and process fingerprints, directly or through its agents;

(6) To forward license applications and the results of the background investigations to the NIGC and the State Gaming Agency, to the extent required by IGRA and the Compact;

(7) To make eligibility determinations in accordance with Section 9 of this Article;

(8) To issue, deny, suspend, revoke and renew licenses in accordance with the provisions of this Ordinance;

(9) To maintain records on persons who have been issued or denied a license, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, for a period of three (3) years from the date on which the license expired or was revoked or denied; and

(10) To carry out such other duties and powers as described in this Ordinance.

§ 7. Background Investigations.

(a) The Gaming Agency shall conduct or cause to be conducted all necessary background investigations reasonably required by the Gaming Agency, the Compact or IGRA to determine whether an applicant is eligible for a license in accordance with the standard set forth in Section 9 of this Article. The minimum procedures for conducting background investigations on applicants for licenses are as follows:

(2) Civil history check;

(3) Financial and credit check;

(4) Reference check;

(5) Previous business and employment check;

(6) Relative check;

(7) Business and personal associates check;

(8) Fingerprint check; ~~and~~

(9) Educational verification~~.~~; and

(10) Criminal history check.

(b) The information submitted pursuant to Sub-section (a), above, by the applicant may be verified by written or oral communication. The disposition of all potential

problem areas noted and disqualifying information obtained shall be documented by the Gaming Agency.

(c) In conducting a background investigation, the Gaming Agency or its agent shall keep confidential the identity of each person interviewed in the course of the investigation.

(d) At the sole discretion of the Gaming Agency, in lieu of completing its own background investigation, and to the extent that doing so does not conflict with or violate IGRA, the Gaming Agency may contract with the State Gaming Agency or a private investigation firm for the performance of background investigations, may rely on a state certification of non-objection previously issued under a gaming compact involving another tribe, or may rely on a California State gaming license previously issued to the applicant to fulfill some or all of the Gaming Agency's background investigation duties.

(e) If the National Indian Gaming Commission has received an investigative report concerning an individual who another Tribe wishes to employ as a Key Employee or Primary Management Official or person having a financial interest in the revenue generated by the gaming facility, and if the Gaming Commission has access to the investigative materials held by the first Tribe, the Gaming Agency may update the investigation and update the investigative report with the information from another Tribe.

§ 8. Eligibility Determinations.

(a) The Gaming Agency shall review a license applicant's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning an applicant's eligibility for a license. A license may not be issued unless the Gaming Agency is satisfied that the applicant is a person of good character, honesty and integrity.

(b) The Gaming Agency shall not license a person if the Gaming Agency determines that the licensing of the person:

(1) poses a threat to the public interest or to the effective regulation of gaming;

(2) creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or the carrying on of business and financial arrangements incidental thereto; or

(3) will undermine public perception and trust that tribal gaming is free from criminal activities and\or dishonest

(c) In making findings concerning the eligibility of license applicants, the Gaming Agency shall take into consideration any of the following circumstances:

(1) Whether the applicant knowingly and intentionally provided false statements or information or omitted relevant information on the application or otherwise misrepresented or failed to disclose a material fact to the Gaming Agency;

(2) Whether the prior activities, criminal record, reputation, habits, and association indicate that the person may be a threat to the public interest or to the effective regulation and control of gaming;

(3) Whether association with or employment of this applicant creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto;

(4) Whether the applicant has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations, or duties imposed by any provision of the Compact, this Ordinance, or other Tribal gaming facilities.

(5) Whether the applicant knowingly caused, aided, abetted, or conspired with another to cause any person or entity to violate any of the laws of any Tribal Federal, State or local laws, the provisions of the Compact or this Ordinance;

(6) Whether the applicant has ever obtained a license by fraud, misrepresentation, concealment, or through inadvertence or mistake;

(7) Whether the applicant has ever been convicted of, or forfeited bond upon a charge of, or plead guilty to forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payment or reports to any Tribal, State, or U.S. Government agency at any level, or filed false reports therewith, or of any similar offense(s), or of bribing or otherwise unlawfully influencing a public official or employee of a Tribe, a State, or the U.S. "Government, or of any felony or misdemeanor involving any gaming activity, physical harm to individuals or moral turpitude;

(8) Whether the applicant is subject to current prosecution or pending charges, or a conviction under appeal for any of the offenses listed above; upon request of the applicant, the Gaming Agency may defer decision on the application pending the results of such prosecution or appeal;

(9) Whether the applicant has demonstrated a *willful* disregard for compliance with a gaming regulatory authority or bad faith business dealings in any jurisdiction or has ever had a gaming license issued by any State, Tribe or foreign gaming regulatory agency suspended, revoked or denied; and/or

(10) Whether the applicant has failed to provide any information requested by the Gaming Agency within fourteen (14) working days of the request for the information;

(11) Whether the association of the applicant with the gaming facility as an employee, a key management person, a vendor, a finance provider, or an individual or entity creates a public perception that the gaming facility is associated with criminal activity is otherwise unfair or dishonest.

§ 9. Required Information – General.

(a) The Gaming Agency shall request from each license applicant all of the following information:

(1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages spoken or written;

(2) Currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers.

(3) The names and current addresses of at least three (3) personal references, excluding relatives, including one (1) personal reference who was acquainted with the applicant during each period of residence listed under Sub-section, (a)(2)

(4) Current business and residence telephone numbers;

(5) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

(6) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

(7) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

(8) For ~~each felony~~all crimes (excluding minor traffic charges) for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition if any;

(9) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), ~~within ten (10) years of the date of the application~~, the name and address of the court involved and the date and disposition;

(10) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction~~, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to Sub-section (a)(8) or (9), above~~, the criminal charge, the name and address of the court involved and the date and disposition;

(11) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(12) A current photograph;

(13) Any other information the Gaming Agency deems relevant; and

(14) Fingerprints consistent with procedures adopted by the Gaming Agency according to 25 C.F.R. § 522.2(h).

§ 10. Required Information - Business Entities.

(a) In addition to the information required under Section 10 of this Article, the Gaming Agency shall request from an applicant that is a business entity all of the following information, if two (2) or more business entities having a commonality of the characteristics identified in the following sub-sections 1-5, inclusive, the entity may be deemed to be a single business entity:

(1) Each of its officers and directors;

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

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

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

(5) Any person or entity who has a financial interest in the revenue generated by the gaming facility exceeding $100,000 resulting from the investment of funds, the provision of services or through equity earned in a business transaction. Each person or entity (other than a financial institution that the Gaming Agency has determined does not require a license under the Compact or this Ordinance) that, alone or in combination with others, has provided financing to the business entity; in connection with any gaming authorized under the Compact, shall be licensed if that person or entity provided more than ten percent (10%) of:

(i) The start-up capital;

(ii) The operating capital over a 12-month period; or

(iii) A combination thereof.

§ 11. Privacy Notice.

(a) The following notice, or substantially similar wording contained in such standardized application forms as may be adopted by California Tribes and the State of California pursuant to the Compact, shall be placed on the license application form before that form is filled out by an applicant:

In compliance with the Privacy Act of 1974, the following information is provided. Solicitation of the information on this form is authorized by 25 U S. C. § 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in or do business with a gaming operation. The information will be used by the Guidiville Band of Pomo Indians Agency, the State Gaming Agency, and the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. 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, the State Gaming Agency, or the National Indian Gaming Commission in connection with the hiring or f ring of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you or do business with you. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

(b) Unless they have been previously so notified, existing licensees shall be notified in writing that they shall either:

(1) Complete a new application form that contains a Privacy Act notice; or

(2) Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

§ 12. Notice Regarding False Statements.

(a) The following notice, or such substantially similar wording contained in standardized application forms as may be adopted by California Tribes and the State of California pursuant to the Compact, shall be placed on the license application form before that form is filled out by an applicant:

A false statement on any part of your application may be grounds for denial or revocation of a license. In the case of license applications for employees, a false statement on any part of your application may be grounds for not hiring you or for firing you after work begins. Also, you may be punished by fine or imprisonment. (U.S. Code, title 18, section 1001.)

(b) Unless they have been previously so notified, the Gaming Agency shall notify in writing existing licensees that they shall either:

(1) Complete a new application form that contains a notice regarding false statements; or

(2) Sign a statement that contains the notice regarding false statements.

§13. Fingerprinting.

The Gaming Agency shall be deemed to be the Tribe's law enforcement agency for the purpose of taking fingerprints and conducting criminal history checks under this Article. The Gaming Agency may elect to process fingerprint cards directly on behalf of the Tribe or to process fingerprint cards through the State Gaming Agency or the NIGC and may execute such documents as may be necessary to enter into such an arrangement. Fingerprint cards shall be submitted to the Federal Bureau of Investigations and the California Department of

Justice in order to obtain criminal history record information.

§ 14. Confidentiality.

The identity of third parties interviewed during the course of background investigations shall be kept confidential.

§ 15. Reporting to NIGC.

(a) When a key employee or primary management official begins work at a gaming operation authorized by this Ordinance, the Gaming Agency shall forward to the NIGC a completed application for employment and conduct the background investigation and make the determination referred to in Section 9 of this Article. Within sixty (60) days after a key employee or primary management official begins work or within sixty (60) days of the approval of this Ordinance by the Chairman of the NIGC, the Gaming Agency shall prepare and forward to the NIGC an investigative report on each background investigation and a copy of the eligibility determination made under Section 9 of this Article. The background investigation report shall include all of the following:

(1) Steps taken in conducting a background investigation;

(2) Results obtained;

(3) Conclusions reached; and

(4) The basis for those conclusions.

(b) With respect to key employees and primary management officials, if a license is not issued to an applicant, the Gaming Agency shall notify the NIGC and may forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.

(c) With respect to key employees and primary management officials, the Gaming Agency shall retain applications for employment and reports (if any) of background investigations for inspection by the Chairman of the NIGC or his or her designee for no less than three (3) years from the date of termination of employment.

§ 16. Reporting to State Gaming Agency.

(a) Except for an applicant for licensing as a non-key gaming employee, as defined by agreement between the Gaming Agency and the State Gaming Agency, the Gaming Agency shall require the applicant to also file an application with the State Gaming Agency, prior to issuance of a license, for a determination of suitability for licensure under the California Gambling Control Act.

(b) Upon receipt of a completed license application and a determination by the Gaming Agency that it intends to issue a license, the Gaming Agency shall transmit to the State Gaming Agency a notice of intent to license the applicant, together with all of the following:

(1) A copy of the license application materials and information received by the Gaming Agency from the applicant;

(2) An original set of fingerprint cards;

(3) A current photograph; and

(4) Except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Gaming Agency.

(c) Upon receiving notice of the State Gaming Agency's denial of an application for a determination of suitability, the Tribal Gaming Agency shall ~~promptly notify the Tribal Council and, The Tribal Council shall~~ have the sole and final discretion to issue the license.

(~~e~~d) Nothing in this Ordinance shall prevent the Gaming Agency from issuing a temporary license under this Ordinance prior to the State Gaming Agency completing a suitability determination for a given applicant under the terms of the Compact.

§ 17. Granting a Gaming License.

(a) For all key employees and primary management officials, the Gaming Agency shall carry out the following procedures in granting a gaming license:

(1) If, within a 30-day period after the NIGC receives a report, the NIGC notifies the Gaming Agency that it has no objection to the-issuance- of a license pursuant to a license application filed by a key employee or a primary management official for whom the Gaming Agency has provided an application and investigative report to the NIGC, the Gaming Agency may issue a license to such applicant.

(2) The Gaming Agency shall respond to a request for additional information from the Chairperson of the NIGC concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period until the Chairperson of the NIGC receives the additional information.

(3) If, within the 30-day period described above, the NIGC provides the Gaming Agency with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Gaming Agency has provided an application and investigative report to the NIGC, the Gaming Agency shall reconsider the application, taking into account the objections itemized by the NIGC. The Gaming Agency shall make the final decision whether to issue a license to such applicant.

(b) For all license applicants except applicants for a gaming facility, the Gaming Agency shall carry out the following procedures in granting a gaming license:

(1) Pending completion of an investigation for a license, the Gaming Agency may issue a preliminary license of no more than ninety (90) days duration if, in its sole discretion, the Gaming Agency deems it appropriate to do so, provided that the Gaming Agency has no information suggesting the applicant would either be

automatically disqualified from obtaining a license or that would cause a reasonable person to investigate further before issuing a license.

(i) Such licenses shall permit the licensee to engage in such activities and pursuant to such terms and conditions as may be specified by the Gaming Agency.

(ii) Such preliminary licenses shall expire ninety (90) days from the date of issuance, upon the issuance of a temporary or regular license, upon a final determination on the application, or at an earlier specified expiration date, whichever occurs first.

(2) If an applicant has completed a license application to the satisfaction of the Gaming Agency, and the Gaming Agency has conducted a preliminary background investigation, the Gaming Agency may issue a temporary license and impose such conditions thereon as it deems appropriate pending completion of the licensing process, including a determination of suitability by the State Gaming Agency, provided that the Gaming Agency has no information suggesting the applicant would either be automatically disqualified from obtaining a license or that would cause a reasonable person to investigate further before issuing a license.

(3) The Gaming Agency may issue a regular license to a person who meets the eligibility standards set out in Section 9 of this Article after receiving a determination of the applicant's suitability from the State Gaming Agency. In the event the State Gaming Agency denies an applicant a determination of suitability or refuses to renew a determination of suitability, the Gaming Agency shall revoke any temporary license issued to the applicant and deny the applicant a license, except that the Gaming Agency shall have discretion to renew a license if the person is an enrolled member of the Tribe or has been continuously employed by the Tribe for at least three (3) years prior to the effective date of the Compact and also meets the following criteria:

(i) The person holds a valid and current license issued by the Gaming Agency;

(ii) The person is not an employee or agent of any other gaming operation; and

(iii) The State Gaming Agency's denial of the person's application for a determination of suitability is based solely on activities, conduct or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability.

§ 18. Duration and Renewal of License.

(a) All regular licenses issued under this Article shall be effective for two (2) years from the date of issue.

(b) Temporary licenses shall expire upon issuance of a regular license, upon a final determination on the license application, or at an earlier specified expiration date,

whichever occurs first, but in no case shall a temporary license be valid for more than two (2) years.

(c) Renewal applications must be received by the Gaming Agency at least thirty (30) days prior to the expiration of the license.

(1) Applicants for renewal shall provide updated material as requested by the Gaming Agency ~~but shall not be required to resubmit information already available to the Gaming Agency~~. Additional background investigations may be performed at the discretion of the Gaming Agency. Updated criminal history checks are required.

(2) Upon receiving a renewal application, the Gaming Agency shall inform the applicant of his or her obligation to apply to the State Gaming Agency for renewal of his or her determination of suitability.

(3) Any licensee applying for renewal may continue to be employed or engaged under the expired license until the Gaming Agency takes action on the renewal application.

(4) Prior to renewing a license, the Gaming Agency shall forward to the State Gaming Agency copies of the renewal application and related documents.

(5) With respect to gaming facilities, the Gaming Agency shall provide verification to the State Gaming Agency that it has reviewed and, if appropriate, renewed a gaming facility's license.

§ 19. Fees.

(a) All applicants for a license under this Article shall be required to pay all applicable licensing fees and costs when due in accordance with a fee schedule for licenses established by the Gaming Agency. Such fees shall be submitted to the Gaming Agency and made payable to the Tribe, to be used for discretionary Gaming Agency purposes.

(b) Application fees shall be nonrefundable, regardless of whether or not a license is issued.

§ 20. Limitation.

The gaming operation shall not employ or continue to do business with a person who does not have a regular license or a temporary license after ninety (90) days.

§ 21. Identification Cards.

All persons who are required to be licensed pursuant to the Gaming Ordinance shall wear, in plain view at all times while in a gaming facility licensed by the Gaming Agency, identification badges issued by the Gaming Agency. The identification badges must display the person's photograph, identification number, name, and expiration date of his or her license.

§ 22. Denial, Revocation and Suspension of License.

(a) A license may be suspended, revoked or denied upon the occurrence of any of the following:

(1) Notification by the NIGC, or by any other reliable source, that the licensee is not eligible for a license under Section 9 of this Article;

(2) Notification by the State Gaming Agency that it intends to deny an application for a determination of suitability or a renewal of determination of suitability;

(3) The Gaming Agency has probable cause to believe that the licensee has, by act or omission, violated provisions of the Compact, this Ordinance, the Tribe's Gaming Regulations, any gaming license, or any other Federal, State or Tribal laws or regulation

(4) The Gaming Agency has reason to believe that the continued licensing of a person constitutes an immediate threat to the public health, safety or welfare;

(5) The Gaming Agency has reason to believe that the licensee is involved in any theft, misappropriation, misuse or abuse of Tribal assets;

(6) The licensee engages in any conduct that brings discredit or embarrassment to the Tribe's gaming operations or the Tribe, or interferes with the normal operation of the Tribe's gaming facilities or the Tribal government or is known to have committed other acts of interference with other tribal gaming facilities or tribal governments;

(7) The licensee fails to disclose any required information on any State or Tribal gaming license application;

(8) The licensee fails to respond to a request from the Gaming Agency within fourteen (14) days of the date of the initial request; or

(9) The licensee's employment or business or contractual relationship with the Tribe's gaming operations is terminated, voluntarily or involuntarily.

(b) The Gaming Agency shall notify the NIGC in writing of any final decision to suspend or revoke a license.

§ 23. Standards of Conduct.

(a) All persons engaged by or associated with any gaming facility or operation 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 facility and gaming operation involved.

(b) Any failure to abide by such standards of conduct, or any violation of any ordinance~~,~~ or rule, custom or tradition of the Tribe, is grounds for immediate suspension or revocation of any license issued under this Ordinance.

§ 24. Emergency Action.

The Executive Director or any Commissioner of the Gaming Agency may suspend a gaming license at any time they deem appropriate to protect the public safety, the welfare of the Tribe, or integrity of the Tribe or gaming facility. Such a suspension will result in the immediate removal from and a bar from entry in the gaming facility of the license holder and any of the license holder's agents.

§ 25. Due Process.

The following procedures shall apply to the denial, suspension or revocation of a license pursuant to this Article:

(a) All decisions of the Gaming Agency to deny, suspend or revoke a license shall be effective when issued.

(b) Upon taking such action, the Gaming Agency shall issue a notice of the denial suspension or revocation of a license to the applicant or licensee by U.S. mail, return receipt requested, or personal delivery.

(1) Such notice shall include a warning that if the applicant or licensee does not respond within seven (7) business days, the denial, suspension or revocation of a license shall become final and the person will forfeit any further right to appeal.

(c) Within seven (7) business days of receipt of the notice of the denial, suspension or revocation of a license, the applicant or licensee may file a written petition with the Gaming Agency requesting a hearing to reconsider the decision to deny, suspend or revoke a license.

(d) If a hearing is requested, the Gaming Agency must hold a hearing within fifteen (15) days of receiving the request.

(e) The Gaming Agency shall make a ruling within fifteen (15) days of the hearing, and the licensee shall be notified in writing of the ruling within three (3) working days of the ruling.

(1) Such notice shall include a statement that the licensee or applicant may file a petition with the Gaming Agency for a rehearing within fifteen (15) days of the written notice.

(f) Within fifteen (15) days of receipt of the written notice of the Gaming Agency's ruling, the licensee or applicant may file a written petition with the Gaming Agency for a rehearing on the Gaming Agency's ruling. Any such petition for rehearing must include additional information not previously considered by or made available to the Gaming Agency to justify the need for a rehearing and provide the reasons for changing the Gaming Agency's ruling.

(g) If the licensee or applicant files a petition for a rehearing within fifteen (15) days of receipt, the Gaming Agency shall review any additional information submitted by the licensee or applicant with the petition, issue a decision within fifteen (15) days of receiving the petition, and notify the licensee in writing of its decision.

(h) The decisions of the Gaming Agency are final and no further rights of appeal are permitted.

§ 256. Additional Requirements.

(a) The Tribal Council may adopt, and the Gaming Agency shall implement, regulations providing for such additional licensing and background investigation requirements and procedures as it deems appropriate, provided that such additional requirements are at least as stringent as those contained in IGRA (i.e., 25 U.S.C. §2710(b)(2)(F) and 25 C.F.R. Parts 556 and 558) and the Compact.

(b) The Gaming Agency is authorized to adopt and implement such additional licensing regulations and procedures it deems appropriate to carry out its duties and functions under this Ordinance.

ARTICLE IV: ENFORCEMENT

§ 1. Prohibited Activities.

(a) No person shall violate any provision of this Ordinance, any condition of a gaming license issued under this Ordinance, or any rule or regulation adopted pursuant to this Ordinance.

(b) No person shall be employed by or conduct business with a gaming facility unless properly licensed under this Ordinance.

(c) No person shall knowingly make false statements during a background investigation or other investigation or inquiry by the Gaming Agency, or aide, abet or conspire with a person to evade the provisions of this Ordinance.

(d) No person shall use fraud or misrepresentation in making an application for, or for renewal of, a gaming license.

(e) No person shall violate any provision of any other tribal gaming ordinance or regulations, IGRA or the Compact.

§ 2. Enforcement Actions.

(a) If the Executive Director determines that a violation of this Ordinance has occurred, the Executive Director may take any one of the following actions which he/she deems most appropriate considering the gravity of the offense, the economic benefit of noncompliance, and the circumstances of the person committing the violation:

(1) Contact the alleged violator about possible violations of this Ordinance or practices which may result in violations of this Ordinance to assist the alleged violator in adhering to the requirements of this Ordinance;

(2) Issue a warning of violation, in the form of a letter from the Executive Director to the alleged violator, containing an explanation of the basis for the warning, measures required to correct the violation, and an explanation of the steps the Executive Director may take if the alleged violator does not take positive corrective action;

~~(3) Following the procedures set out in Section 3, below, assess a civil fine, not to exceed 25,000 per violation, where each day in which the violation occurs is a new violation, against the alleged violator after considering the economic benefit of noncompliance, the seriousness of the violation, the respondent's history of violations, the degree of fault of the respondent in causing or failing to correct the violation, the degree of the respondent's good faith in attempting to achieve rapid compliance after issuance of any warning of violation;~~(4)Following the procedures set out in Section 3, below, issue an order to the alleged violator to cease and desist from further commission of such violation;

(~~5~~4) Following the procedures set out in Section 3, below, assess a civil fine or penalty as described in Section 4, against the alleged violator;

(~~6~~5) Following the procedures set out in Section 3, below, seize the gaming machines or other gaming equipment that are in violation of this Ordinance and/or the proceeds from the gaming machines that are in violation of this Ordinance;

(~~7~~6) Following the procedures set out in Section 3, below, order a temporary closure of the gaming facility, or the affected portion(s) thereof, where the violation has occurred or is occurring;

(~~8~~7) Following the procedures set out in Section 3, below, order the gaming facility to halt any payments to or cease continued relations with any person where such payment or continued relationship is in violation of this Ordinance; and/or

(~~9~~8) Following the procedures set out in Section 3, below, impose other appropriate and reasonable sanctions within the Gaming Agency's jurisdiction.

(b) The operator of the gaming facility shall close the operation, or the affected portions thereof, upon service of an order of temporary closure pursuant to this section, unless the order provides otherwise.

(c) The operator of the gaming facility shall halt any payments to or cease continued relations with any person upon service of an order to halt payments pursuant to this section, unless the order provides otherwise.

§ 3. Enforcement Process.

(a) The following procedures shall govern enforcement actions taken pursuant to Section 2(a) (3) - (9) of this Article, above:

(1) The Executive Director shall issue a notice of violation, describing the violation and the proposed penalty or other enforcement action, to the person who is charged with the violation.

(i) The notice of violation shall be served by personal delivery or U.S. mail, return receipt requested. Notice shall be considered received on the date of personal delivery or three (3) days after the notice is mailed by U.S. mail.

(ii) The notice shall include a warning that if the person does not respond within seven business (7) days, the assessed civil penalty or other enforcement action will become permanent, and the person will lose all rights to appeal.

(2) Within seven (7) days of receipt of the notice of violation, the person who is charged with the violation may submit a written request for a hearing before the Gaming Agency on the proposed enforcement action described in the notice of

violation~~.~~. The hearing will be held before the Gaming Agency according to the requirements of this ordinance, and the Gaming Agency's rules and regulations.

(i) If a hearing is requested, the Gaming Agency must hold a hearing within thirty (30) days of receiving the request. If the person requesting the hearing makes a showing, supported by a declaration or other written documentation that the proposed enforcement action will result in great financial loss or harm to person or property before the Gaming Agency is required to hold a hearing, the Gaming Agency may hold a hearing immediately or may delay or reverse any enforcement action until the Gaming Agency holds the requested hearing.

(ii) If the alleged violator does not request a hearing within seven (7) days of receipt of the notice of violation, the assessed civil penalty or other enforcement action will become permanent, and the person shall lose all rights to appeal.

(3) At any hearing before the Gaming Agency, the alleged violator must come forward with evidence, including declarations, written documents, and statements by witnesses, indicating that the person is not guilty of the violation as described in the notice of violation.

(4) Within fifteen (15) days of the hearing, the Gaming Agency shall issue a decision on whether to affirm or retract the proposed penalty or other enforcement action described in the notice of violation, based on the evidence submitted by the alleged violator at the hearing.

(i) The Gaming Agency shall serve a notice of the decision on the violator. The notice of decision shall be served by personal delivery or U.S. mail, return receipt requested. Notice shall be considered received on the date of personal delivery or three (3) days after the notice is mailed by U.S. mail.

(5) The decision of the Gaming Agency pursuant to any hearing on a proposed penalty or other enforcement action may be appealed to the Tribal Court upon written request submitted to the Tribal Court within seven (7) days of the receipt of the notice of decision after the initial hearing. The request for a hearing before the Tribal Court must state the grounds for overturning the Gaming Agency's decision.

(i) The Tribal Court shall hold a hearing within thirty (30) days, upon a finding that the violator has stated reasonable grounds for overturning the Gaming Agency's decision.

(ii) The violator and the Gaming Agency shall have the opportunity to present oral arguments at the hearing.

(iii) The written record from the hearing before the Gaming Agency, together with all papers and requests filed in the proceeding before the Tribal Court, shall constitute the exclusive record for decision on appeal.

(iv) The Tribal Court shall set aside the Gaming Agency's decision only upon a finding that the Gaming Agency's decision was arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

(v) Within sixty (60) days of the hearing, the Tribal Court shall issue a decision on the appeal.

(vi) The Tribal Court shall serve a notice of the decision on the violator. The notice of decision shall be served by personal delivery or U.S. mail, return receipt requested.

(vii) Decisions of the Tribal Court are final.

(b) The Gaming Agency and/or the Tribal Court, or a representative authorized by either body, may institute proceedings in any judicial forum of competent jurisdiction to enforce a penalty issued by the Gaming Agency and/or upheld by the Tribal Court on appeal.

§ 4. Civil Penalties.

(a) Any person engaging in a prohibited activity under this Ordinance is subject to a civil fine in an amount not to exceed twenty-five thousand dollars ($25,000.00) for each day in which the violation occurs, to be assessed by the Gaming Agency. In addition to any monetary fine, any person violating the provisions of a license issued under this Ordinance is subject to a civil penalty of probation or suspension, revocation, non-renewal, or denial of a license, to be assessed by the Gaming Agency.

(b) In determining the type and amount of the penalty and/or fine, the Gaming Agency shall consider the appropriateness of such fine and/or penalty in light of the gravity of the economic benefit of noncompliance, the seriousness of the violation, the respondent's history of violations, the degree of fault of the respondent in causing or failing to correct the violation, and the degree of the respondent's good faith in attempting to achieve rapid compliance after issuance of any warning of violation.

ARTICLE V: MISCELLANEOUS PROVISIONS

§ 1. Service of Process.

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

§ 2. Notice.

(a) Unless otherwise specifically provided for in this Ordinance, written notice shall be served by U.S. mail, return receipt requested, or personal delivery.

(b) Notice shall be considered received on the date of personal delivery or three (3) days after the notice is mailed by U.S. mail.

§ 3. Delegation of Authority to Conduct Gaming to Tribal Entity.

Nothing in this Ordinance shall prevent the Tribal Council from delegating the authority to conduct gaming to one or more tribal commissions or corporations, so long as any such tribal commissions or corporations to which such authority is delegated meet all criteria and requirements established under this Ordinance.

§ 4. Sovereign Immunity.

The sovereign immunity of the Tribe is in no manner waived by this Ordinance or by any action by the Tribal Council or staff of the Tribe acting pursuant to this Ordinance.

§ 5. Repeal.

This Ordinance supercedes any conflicting or contrary superceding ordinances passed by the Tribe.

§ 6. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

§ 7. Amendment of Ordinance.

This Ordinance may be amended or repealed by majority vote of the Tribal Council.

§ 8. Effective Date.

This Ordinance shall become effective immediately upon its approval by the Chairman of the NIGC or ninety (90) days after the date of its submission to the Chairman of the NIGC if he or she fails to approve or disapprove this Ordinance within those ninety (90) days.

CERTIFICATION

As the Chairperson of the Tribal Council for the Guidiville Band of Pomo Indians, I hereby certify that the Tribal Council ~~adopted~~ amended this Ordinance at a duly called meeting at which a quorum was present by a vote of 24 for, with 00 against, with 00 abstaining, on this ~~22~~ 9 day of ~~June, 2004.~~February 2005

_____ Date: ~~June 22, 2004~~February 9, 2005
Merlene Sanchez, Chairperson

ATTEST:

_____ Date: ~~June 22, 2004~~February 9, 2005
Frances Gonzalez, Secretary

GUIDIVILLE BAND OF POMO INDIANS
ORDINANCE ESTABLISHING THE
GUIDIVILLE BAND OF POMO INDIANS
GAMING AGENCY

Adopted 06/22/04 By Resolution 04-06
Amended 02/07/05 By Resolution 05-02

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GUIDIVILLE BAND OF POMO INDIANS
ORDINANCE ESTABLISHING THE GUIDIVILLE BAND OF POMO INDIAN'S GAMING AGENCY

ARTICLE I: GENERAL PROVISIONS

Adopted 06/22/04 By Resolution 04-06
Amended 02/07/05 By Resolution 05-02

§1. Purpose

The Guidiville Band of Pomo Indians, acting through its Tribal Council, pursuant to the Tribe's inherent authority and the Tribe's Constitution, hereby enacts this Ordinance in order to establish the Guidiville Band of Pomo Indians Gaming Agency as a non-political and independent unit of tribal government charged with the regulation of class II and class III gaming operations on the Guidiville Rancheria.

§2. Findings and Declarations

The Guidiville Band of Pomo Indians finds and declares that –

(a) Gaming provides economic development opportunities and a source of revenue for the Guidiville Band of Pomo Indians and its members.

(b) The regulation of gaming is in the best interest of the Guidiville Band of Pomo Indians and its members.

Therefore, the Tribal Council adopts this Ordinance to protect and promote the political integrity, economic security, health, safety and welfare of the Tribe, its members, and all persons living on, or passing through, the Guidiville Rancheria.

§3. Definitions

(a) Unless a different meaning is clearly indicated in this Ordinance, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act (25 U.S.C. §2701 *et seq.*) and its regulations (25 C.F.R. §500 *et seq.*).

(b) For the purposes of this Ordinance, the following words shall have the following meanings:

(1) The term "Commissioner" means a duly appointed member of the Guidiville Band of Pomo Indians Gaming Agency.

(2) The term "Compact" means the Tribal-State Compact between the Tribe and the State of California authorizing class III gaming activities, as required by Indian Gaming Regulatory Act, 25 U.S.C. §2701(d)(1)(C) and amended from time to time.

(3) The term "Executive Director" means the individual described in Article V of this Ordinance.

(4) The term "Gaming Agency" means the Guidiville Band of Pomo Indians Gaming Agency established pursuant to this Ordinance.

(5) The term "gaming facility" means any building in which class II or class III gaming activities are offered by the gaming operation within the boundaries of the Guidiville Band of Pomo Indians or where any Class II or Class III gaming devices are kept.

(6) The term "IGRA" means the Indian Gaming Regulatory Act, 25 U.S.C. §2701 *et seq.* and its regulations, 25 C.F.R. §500 *et seq.*

(7) The term "immediate family" means, spouse.

(8) The term "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. §2704.

(9) The term "person" means any individual, corporation, firm, partnership, joint venture, association, social club, estate, trust, the United States, Tribe, State, County, City, district or other political subdivision of any state, or any other group or combination acting as a unit.

(10) The term "Rancheria" means all land water and resources which are held in trust or restricted status within the former boundaries of the Guidiville Rancheria, consistent with the terms of the decision in Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria et al, v. U.S.A., Civil No. C-86-3660-VRW (N.D. Cal. 1991), and to other such lands, water and resources as have been or may hereafter be acquired by the Tribe.

(11) The term "Tribal Council" means the Tribal Council of the Guidiville Band of Pomo Indians.

(12) The term "Tribal Court" means the Guidiville Band of Pomo Indians Tribal Court or such other judicial forum as designated by the Tribal Council. Any notices may be filed with the Tribal Court as designated by the Tribal Council, or, in the absence of such designation, with the Tribal Council at the office of the Tribal Council.

(13) The term "Tribal Member" means any individual who is duly enrolled in the Tribe in accordance with the Tribe's Constitution and any enrollment ordinance that may be enacted by the Tribe, as amended from time to time.

(14) The term "Tribe" means the Guidiville Band of Pomo Indians, a federally recognized Indian tribe.

ARTICLE II: GAMING AGENCY

§1. Establishment

(a) There is hereby established a Gaming Agency, acting under the authority of the Tribal Council, to be known as the Guidiville Band of Pomo Indians Gaming Agency.

(b) The Gaming Agency shall be composed of five (5) members, if qualified, and appointed by the Tribal Council, as further provided herein.

§2. Powers and Duties of the Gaming Agency

(a) The Gaming Agency shall exercise its regulatory powers in accordance with the IGRA and implementing regulations, the Compact and the Tribe's own gaming laws and regulations.

(b) Without limiting the generality of section (a), above, the Gaming Agency is authorized to:

(1) Conduct background investigations of all applicants for a license under the Tribe's Gaming Ordinance;

(2) Issue, limit, condition, modify, restrict, suspend, revoke, terminate, renew and deny gaming licenses upon completion of background investigations and review of eligibility in accordance with the Tribe's Gaming Ordinance and any other applicable law;

(3) Forward completed applications and investigative reports on each background investigation for primary management officials and key employees to the NIGC prior to issuing a license and notify the NIGC if, after conducting a background investigation on a primary management official or a key employee, the Gaming Agency does not license the individual;

(4) Maintain records on licensees and on persons denied licenses, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, provided that applications and background investigation reports shall be maintained for at least three (3) years from termination of employment;

(5) Issue licenses to each place, facility or location on the Rancheria where the Tribe authorizes gaming, including individually owned gaming;

(6) Ensure that gaming facilities are constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety;

(7) Obtain annual independent outside audits and submit these audits to the NIGC;

(8) Ensure that net revenues from any gaming activities are used for the purpose set forth in the Tribe's Gaming Ordinance;

(9) Promulgate and administer tribal gaming regulations, standards and procedures including but not limited to regulations addressing the following:

(A) Criteria and procedures for licensing:

(i) all employees of the gaming operation;

(ii) each place, facility or location on the Rancheria where the Tribe authorizes gaming, including individually owned gaming;

(iii) persons and entities who do business with the gaming operation, including manufacturers and suppliers of machines, equipment and supplies;

(iv) persons who supply financing to and participate in revenue sharing from the gaming operation;

(B) Minimum internal control standards or procedures for the gaming operation, including standards or procedures for the gaming operation, including standards or procedures relating to:

(i) the operation's credit policies and procedures for acquiring supplies and equipment;

(ii) surveillance;

(iii) games and gaming machines;

(iv) cage and credit;

(v) internal audit;

(vi) electronic data processing;

(vii) complimentary services or items;

(10) Promulgate rules, regulations, specifications, standards or procedures governing the following:

(A) Ensuring the physical safety of gaming operation patrons and employees and any other person while in the gaming facility;

(B) The physical safeguarding of assets transported to, within, and from the gaming facility;

(C) The prevention of illegal activity from occurring within the gaming facility or with regard to the gaming operation;

(D) The recording of occurrences within the gaming facility that deviate from normal operating policies and procedures in accordance with the Compact;

(E) Employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like, consistent with industry practice;

(F) Customer conduct for patron exclusions;

(G) Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe in accordance with the Compact;

(H) Ensuring that management of the gaming facility maintains the cashier's cage and vault in accordance with industry standards for such facilities;

(I) Ensuring that management of the gaming facility maintains the minimum staff and supervisory requirements for each gaming activity to be conducted;

(J) Technical standards and specifications for the operation of gaming devices and other games to be conducted by the Tribe, which technical specifications shall be no less stringent than those approved by a recognized gaming testing laboratory in the gaming industry;

(11) Maintain a list of persons barred from the gaming facility who, because of their past behavior, criminal history, or association with persons or organization, pose a threat to the integrity of the gaming activities of the Tribe or to the integrity of regulated gaming within the State of California;

(12) Detain persons who may be involved in illegal acts within a gaming facility or regarding a gaming operation for the purpose of notifying appropriate law enforcement authorities;

(13) In compliance with the Compact and other provisions thereof, establish rules of various games and standards for gaming machines and inspect and test games, tables, gaming machines, cards, chips, tokens and other gaming equipment for compliance with these rules and standards;

(14) Resolve patron disputes;

(15) Perform audits of business transactions to ensure compliance with regulations and/or policy;

(16) Monitor gaming activities to ensure compliance with IGRA and implementing regulations, the Compact and the Tribe's laws and regulations;

(17) Interact with other regulatory and law enforcement agencies regarding the regulation of gaming;

(18) Conduct investigations of possible violations of this Ordinance, the Tribe's Gaming Ordinance and other tribal laws and regulations and take appropriate enforcement action, including but not limited to the following actions:

(A) Impose civil penalties not to exceed twenty-five thousand dollars ($25,000.00) per each separate count or violation, where each day of violation shall constitute a separate count or violation;

(B) Inspect and examine all premises wherein gaming is conducted or gambling devices are used, manufactured, sold, distributed or stored;

(C) Inspect all equipment and supplies in, upon or about a gaming operation, or inspect any equipment or supplies, wherever located, which may be, or have been, used in the gaming operation;

(D) Summarily seize and remove from a gaming operation (or wherever located) and impound such equipment or supplies for the purposes of examination, inspection, evidence or forfeiture;

(E) Demand immediate access to, and inspect, examine and audit all papers, books, and records of applicants and licensees, and require verification of income and all other matters affecting the enforcement of this Ordinance;

(F) Seize and impound any patron's winnings which the Gaming Agency has reason to believe may have been won or obtained in violation of this Ordinance pending a civil forfeiture hearing on such seizure;

(G) Conduct hearings on possible violations of the Tribe's laws, regulations, policies, standards or customs and tradition and take such testimony and receive such evidence as the Gaming Agency deems relevant;

(H) Issue subpoenas and compel the attendance of witnesses for hearings at any place within the Rancheria, to administer oaths and require testimony under oath;

(19) Provide independent information to the Tribal Council on the status of the Tribe's gaming operations;

(20) Take testimony and conduct hearings on regulatory matters, including matters related to the revocation of employee licenses;

(21) Retain a paid staff, legal counsel and other consultants in accordance with any personnel ordinance, policies or procedures adopted by the Tribe, to be paid out of the Gaming Agency's annual budget;

(22) Establish such policies, procedures, rules and regulations as are needed to carry out the purposes of this Ordinance, the Tribe's Gaming Ordinance, and any other ordinances passed by the Tribe; and

(23) Delegate the above-mentioned powers to the Executive Director.

§3. Budget

(a) At least ninety (90) days prior to the end of the each fiscal year, the Gaming Agency shall prepare a budget for the next year's operation and shall submit the budget to the Tribal Council.

(1) In preparing the annual budget, all actual and anticipated surplus funds of the Gaming Agency shall be taken into account.

(b) The Tribal Council shall adopt, amend or replace the annual budget and, based thereon, shall authorize the transfer of the annual capital the Gaming Agency may need for operation and program purposes.

(c) Expenditures by the Gaming Agency shall be in accordance with the approved annual budget, except that the Gaming Agency may deviate from the terms of the adopted budget by a margin of not more than ten percent (10%) during the budget year without further approval of the Tribal Council.

§4. Appointment of Commissioners

The Guidiville Tribal Council shall serve as the Commissioners until the first occurrence of either; a gaming facility has maintained operation for 90 days; or until the Tribal Council determines it is practical and necessary to appoint new gaming commissioners; Commissioners. All Gaming Agency Commissioners shall be appointed by the Tribal Council.

§5. Qualifications of Commissioners

(a) To serve as a Commissioner, an individual must be at least twenty-five (25) years of age, be a U.S. citizen or resident alien, and have experience in one or more of the following fields: accounting, law, gaming operations; gaming management, gaming regulation, law enforcement or public administration.

(b) Commissioners must pass a background investigation to be conducted by the Gaming Agency.

(c) No spouses or domestic partners of the Tribal Council and no employee of any gaming operation may serve concurrently as a Commissioner.

(e) Any person who has been convicted of, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, and embezzlement, is not eligible to serve as a Commissioner.

§6. Term of Office

(a) Commissioners shall serve for a term of four (4) years, with no limitation as to the number of terms served.

(b) Amendments to the Gaming Ordinance shall not affect the terms of Commissioners already serving on the Gaming Agency.

§7. Resignation, Termination for Cause, Disqualification

(a) Commissioners shall serve until the appointment of their successors, or until resignation, termination for cause, disqualification or death.

(b) Any Commissioner may resign from office at any time. Resignations shall be made in writing delivered to the Tribal Council.

(c) Termination for cause shall be ordered only by two-thirds (2/3) majority vote of the Tribal Council after a duly noticed hearing at which the Commissioner facing termination shall have the right to hear and present evidence concerning his/her termination.

(1) Termination for cause shall include neglect of duty, misconduct, malfeasance, any cause that would disqualify a Commissioner from serving on the Gaming Agency, or any material omission or false statement in applying for appointment to the Gaming Agency.

§8. Vacancies

If any vacancy is created on the Gaming Agency by virtue of resignation, death or removal of a Commissioner, the Tribal Council shall appoint a replacement for the remainder of the current term. The appointment shall be made within thirty (30) days of the vacancy's occurrence.

§9. Compensation

(a) Commissioners shall be paid a stipend at a rate to be established by the Gaming Agency's annual budget, which must be approved by the Tribal Council in accordance with this Ordinance.

(b) Commissioners shall be reimbursed for necessary out-of-pocket expenses incurred in carrying out the duties and responsibilities of their position. Receipts or appropriate documentation shall be submitted for all expenses to be reimbursed.

(c) In no event shall compensation be based on a percentage of net profits from the Tribe's gaming operations.

§10. Protections Against Conflicts of Interest

(a) Commissioners and their immediate family members may not engage in any gaming activity at the Tribe's gaming operations.

(b) If a Commissioner or a member of the Commissioner's immediate family has an existing or potential financial interest in any matter over which the Gaming Agency exercises decision-making authority, that Commissioner shall make full disclosure of that interest to the Gaming Agency and shall abstain from voting, or being present during any

vote, on the matter. For the purposes of this Ordinance, the receipt of a per-capita distribution of gaming operation profits as paid to all eligible Tribal Members shall not constitute a financial interest in the gaming operation.

(c) No Commissioner shall use or divulge any confidential information obtained while carrying out the duties and responsibilities of their position for the purpose of benefiting themselves or their immediate family, either directly or indirectly.

(d) No Commissioner or member of a Commissioner's immediate family may receive personal compensation, reimbursement or payment of any kind from any person doing or wishing to do business with the Tribe relating to gaming nor with any person wishing to obtain an unfair advantage in any authorized wager on gaming. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Tribe and the offending persons shall be prosecuted to the fullest extent possible. The Gaming Agency shall cooperate to the fullest extent possible with any Federal or State law enforcement agency to pursue prosecution under applicable Federal or State law.

§11. Reports

(a) The Gaming Agency shall make at least one report a month to the Tribal Council which shall include a summary of the Gaming Agency's activities, including all licensing and enforcement actions, for the preceding month.

(b) On or before April 30 of each year, the Gaming Agency shall provide to the Tribal Council an annual report summarizing the Gaming Agency's activities during the prior twelve month period ending on December 31, and accounting for all receipts and disbursements. Such annual report shall include an audited statement of accounting.

§12. Confidentiality

(a) Each Commissioner, the Executive Director and any staff employed by the Gaming Agency shall be required to sign a confidentiality agreement and will be responsible for ensuring the strictest standards of confidentiality with respect to all information concerning the gaming operation or the Gaming Agency's business.

(b) All information provided to or obtained by the Gaming Agency, the Executive Director or any staff employed by the Gaming Agency in performance of their duties shall be kept confidential and shall not be disclosed to any person or organization without the written consent of the Tribal Council.

(c) The Gaming Agency, the Executive Director and any staff employed by the Gaming Agency may refuse to reveal in any court proceeding, the identity of any informant and/or the information obtained from the informant.

§13. Public Information

(a) Public information, including identifiable public records, maintained by the Gaming Agency shall be available to any tribal official or during normal business hours maintained by the Gaming Agency upon reasonable notice and request.

(b) In fulfilling requests for public information made by a tribal official or, the Gaming Agency shall not disclose confidential records or confidential information, except as required to perform mandated legal duties or comply with applicable legal requirements.

ARTICLE III: MEETINGS OF THE GAMING AGENCY

§1. Rules and Regulations

The Gaming Agency may adopt such rules and regulations for the conduct of their meetings and the management of the Gaming Agency as they may deem proper.

§2. Place

Meetings of the Gaming Agency shall be held at the Tribe's primary meeting facility on the Guidiville Indian Rancheria unless the Gaming Agency deems it appropriate to hold a meeting in another location.

§3. Regular Meetings

The Gaming Agency shall establish a regular schedule of meetings, and shall hold no less than two (2) meetings in each thirty-day period.

§4. Special Meetings

Special meetings of the Gaming Agency may be called at the request of the Executive Director or by any Commissioner.

§5. Quorum and Voting

(a) A quorum of the Gaming Agency shall consist of three (3) Commissioners if there are three (3) Commissioners total serving on the Gaming Agency. If more than three (3) Commissioners are serving on the Gaming Commission, two-thirds (2/3) of the Commissioners shall constitute a quorum.

(b) All actions or decisions of the Gaming Commission shall be taken by majority vote. Every act or decision done or made by the Commissioners present at a meeting duly convened at which a quorum is present shall be regarded as an act of the Gaming Agency, subject to the provisions of this Ordinance and any applicable law.

(c) In the absence of a quorum, no business shall be conducted other than for the purpose of information sharing only.

(d) The conduct of Gaming Agency business shall be governed by such rules as the Gaming Agency adopts.

§6. Mode of Meeting

The Gaming Agency may conduct regular or special meetings through the use of any means of communication by which all Commissioners may simultaneously hear each other.

§7. Notice of Meetings

(a) The schedule of regular meetings shall be sent to each Commissioner and the Executive Director, and no further notice of regular meetings is required to be given. (b)Notice of special meetings shall be given in writing to each Commissioner and the Executive Director at least twenty-four (24) hours prior to the meeting.

(1) Notices shall be given either personally, by telephone, by mail or by fax. Such notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted.

(2) In the case of a special meeting, no other business other than that set out in the notice may be transacted at the meeting, unless approved by unanimous vote of the Commissioners.

(3) Notice is not required when the requirement is waived by unanimous consent of the Commissioners. Such vote shall be recorded in the minutes of the meeting at which such vote was taken.

ARTICLE IV: OFFICERS

§1. Appointment and Term

(a) At its initial meeting, the Gaming Agency shall select by majority vote from among its members a President, Vice-president, Secretary and Treasurer.

(b) Officers shall serve for the duration of their term as Commissioner.

(c) No officer shall serve in more than one office simultaneously.

§2. Duties of Officers

The duties and powers of the officers of the Gaming Agency are those specified in this Ordinance, and shall include any additional duties and powers as may be set by resolution of the Gaming Agency, provided that such duties and powers may not exceed the powers granted to the Gaming Agency by this Ordinance.

§3. President

The President shall preside over meetings of the Gaming Agency. The President shall be the principal executive officer of the Gaming Agency.

§4. Vice-President

In the absence of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall have such other powers and perform such other duties as may be prescribed by the President.

§5. Secretary

The Secretary shall have the following duties:

(a) The Secretary shall record in writing the minutes of all Gaming Agency meetings and all official actions taken by the Gaming Agency which shall be maintained in a book of minutes to be maintained at the Gaming Agency's main office. This shall include the time and place of meetings, whether regular or special, and if special, how authorized, the notice given, and the names of those present at such meetings.

(b) The Secretary shall give, or cause to be given, notice of all meetings of the Gaming Agency required by this Ordinance to be given.

(c) The Secretary shall keep the seal, if any, of the Gaming Agency in safe custody.

§6. Treasurer

(a) The Treasurer shall monitor the fiscal activities of the bookkeeper and/or accountant retained by the Gaming Agency to maintain the financial records of the Gaming Agency.

§7. Vacancies

A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled by the Gaming Agency within thirty (30) days of the appointment of the replacement Commissioner by the Tribal Council, and the Gaming Agency may at such time reassign as many Commissioners as necessary to new offices.

ARTICLE V: EXECUTIVE DIRECTOR

§1. Powers and Duties

(a) The Executive Director shall be responsible for the day-to-day management of the affairs of the Gaming Agency and overseeing the establishment and operation of all gaming activities for compliance with all applicable Federal, State and Tribal gaming laws and regulations.

(b) The Executive Director shall perform such duties as may be delegated by resolution of the Gaming Agency from time to time.

§2. Description of Position

(a) The Executive Director shall be hired by the Gaming Agency and report directly and only to the Gaming Agency.

(b) The Executive Director may be terminated for cause by a two-thirds (2/3) majority vote of the Gaming Agency.

§3. Qualifications

(a) The Executive Director must be at least twenty-five (25) years of age, a U.S. citizen or resident alien, and have experience in gaming management, gaming regulation, law, law enforcement and/or public administration.

(b) A detailed background investigation shall be conducted on the Executive Director before his or her hiring.

(c) Any person who has been convicted of, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, and embezzlement, is not eligible to serve as Executive Director.

§4. Compensation

The Executive Director shall be compensated in accordance with the provisions of his or her employment contract or tribal personnel policies. Compensation shall not be based, in whole or in part, on the profitability of the gaming operation. Compensation shall be paid out of the Gaming Agency's annual budget.

§5. Protections Against Conflicts of Interest

The restrictions imposed on Commissioners under Section 10 of Article II of this Ordinance shall apply equally to the Executive Director.

§6. Reports

(a) The Executive Director shall make at least monthly reports to the Gaming Agency within thirty (30) days after the close of the month for which the information is being provided.

(b) Said report shall, at a minimum, include a full and complete statement of auditing activities, expenses and all other financial transactions of the Executive Director, and summary of all licensing and enforcement actions.

ARTICLE VII: REVIEW

§1. Applicability of this Article

(a) The provisions of this Article shall only apply in the absence of specific provisions relating to review of decisions contained in this Ordinance, another tribal ordinance, a Gaming Agency regulation, rule, standard, specification or policy, or other tribal law.

(b) The Gaming Agency and the Tribal Court may adopt rules, regulations and procedures to implement this Article. Any such rules, regulations and procedures shall be binding.

§2. Executive Director's Decisions

(a) Any person or entity adversely affected by a decision of the Executive Director, including but not limited to the gaming operation or any employee thereof, may petition the Gaming Agency for review of such decision within fifteen (15) days after receiving notice of the decision.

(b) Said decision shall only be reversed by a majority vote of the Gaming Agency at a duly held meeting at which such matter has been placed on the agenda at least seven (7) days prior to such meeting.

§3. Gaming Agency's Decisions

(a) Any person or entity adversely affected by a decision of the Gaming Agency, including but not limited to the gaming operation or any employee thereof, may petition the Tribal Court for review of such decision within fifteen (15) days after receiving notice of the decision. Such petitions are limited only to claims of violations of due process.

(b) Said decision shall only be reversed by a majority vote of the Tribal Court at a duly held meeting at which such matter has been placed on the agenda at least fifteen (15) days prior to such meeting.

§4. Tribal Court Decisions

The decisions of the Tribal Court shall be final and binding upon the petitioner, Executive Director or Gaming Agency and shall not be subject to judicial review, dispute resolution or other legal action.

ARTICLE VIII: MISCELLANEOUS PROVISIONS

§1. Indemnification

The Tribal Council shall indemnify any Commissioner or Officer or former Commissioner or Officer of the Gaming Agency, against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, civil or criminal, in which that individual is made a party by reason of being or having been such a Commissioner or Officer, except in relation to matters as to which the Commissioner or Officer or former Commissioner or Officer of the Gaming Agency shall be adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or willful misconduct in the performance of duty to the Gaming Agency or Tribe.

§2. Sovereign Immunity

(a) As an agency of the Tribal government, the Gaming Agency shall enjoy the full benefits of the Tribe's sovereign immunity, and any and all attributes of sovereignty enjoyed by the Tribal government.

(b) The Gaming Agency has no authority to waive the Tribe's sovereign immunity.

(c) The sovereign immunity of the Tribe is in no manner waived by this Ordinance or by any action by the Tribal Council, Gaming Agency, Commissioners, Executive Director or staff of the Gaming Agency acting pursuant to this Ordinance.

§3. Repeal

This Ordinance supersedes any conflicting or contrary superseding ordinances passed by the Tribe.

§4. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

§5. Amendment of Ordinance

This Ordinance may be amended or repealed by majority vote of the Tribal Council.

§6. Effective Date

This Ordinance shall take effect immediately upon adoption by a majority vote of the Tribal Council.

CERTIFICATION

As the Chairperson of the Tribal Council for the Guidiville Band of Pomo Indians, I hereby certify that the Tribal Council amended this Ordinance at a duly called meeting at which a quorum was present by a vote of 2 for, with 0 against, with 0 abstaining, on this 9 day of February, 2005.

Merlene Sanchez, Chairperson Date: February 9, 2005

Frances Gonzalez, Secretary for Date: February 9, 2005