February 11, 2009

Via U.S. Mail and Facsimile

W. Ron Allen, Chairman/CEO
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim, WA 98382
Fax: (360) 683-1109

RE: Revision f the Jamestown S'Klallam Tribe Gaming Code

Dear Chairman Allen:

On November 14, 2008, you, on behalf of the Jamestown S'Klallam Tribe (Tribe), requested that the National Indian Gaming Commission (NIGC) review and approve the Tribe's revision of its gaming ordinance. On November 10, 2008, the Tribe approved the conversion of its existing gaming ordinances into a new Tribal Gaming Code (gaming code). The Gaming Code incorporates previously approved tribal gaming ordinances, makes various revisions and adopts additions to the definitions section, and additional provisions from NIGC regulations. Further, the Gaming Code clarified the Tribal Gaming Agency's role in non-gaming activities at tribal gaming facilities or non-gaming facilities that are operated by the same tribal business entity that operates the Jamestown S'Klallam Casino.

This letter constitutes approval of the Gaming Code because nothing therein conflicts with IGRA's requirements and the NIGC's regulations.

Thank you for submitting the Tribal Gaming Code for review and approval. If you have any questions, please contact Staff Attorney Heather McMillan at (202) 632-7003.

Sincerely,

Philip N. Hogen
Chairman

REVISIONS
11/10/08

Title 7
GAMING
Chapters:

NOV 21 2008

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Chapter 7.01 General Provisions

Section 7.01.01 Title

This Title shall be known as the Jamestown S'Klallam Gaming Code.

Chapter 7.02 Definitions

Section 7.02.01 Definitions

Unless a different meaning is clearly indicated herein, 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. Part 500, *et seq*. Nothing herein is intended to grant the federal or state governments any authority beyond what they possess under applicable law.

A. "Audit" may refer to either a financial audit and/or a compliance audit;
B. "Bingo" means a game in which prizes are awarded on the basis of designated numbers or symbols on a card conforming to numbers or symbols selected at random and which, for the opportunity to win such prize or prizes, persons are charged some consideration.
C. "Class I Gaming" means games that are either:
1. Social games solely for prizes of minimal value; or
2. Traditional forms of Indian gaming engaged in by individuals as part of, or in connection with, Tribal ceremonies or celebrations.
D. "BIA" means the Bureau of Indian Affairs in the U.S. Department of the Interior;
E. "Class II Gaming" means:
1. Bingo or lotto (whether or not electronic, computer, or other technologic aids are used) when players:
(a) Play for prizes with cards bearing numbers or other designations;
(b) Cover numbers or designations on a card when an object, similarly numbered or designated, is drawn or electronically determined; and
(c) Win the game by being the first person to cover a designated pattern on such cards;
2. Games played in the same location as bingo such as lotto, pull-tabs, punch boards, tips jars, instant bingo, and other games similar to bingo;
3. Non-banking card games that:
(a) State law explicitly authorizes, or does not explicitly prohibit, and are played legally anywhere in the state; and
(b) A player plays in conformity with State laws and regulations concerning hours, period of operation, and limitations on wagers and pot sizes;
F. "Class III Gaming" means all forms of gaming that are not Class I gaming or Class II gaming;
G. "Closely associated independent contractor" means any contractor that shares common ownership, officers or directors with any management principal or person related thereto;
H. "Commission" or "Commissioners" means the Board of Commissioners of the Tribal Gaming Agency, acting as a group, and "Commissioner" means a member of the Board of Commissioners;
I. "Compact" means the Tribal-State Compact for Class III Gaming between the Jamestown S'Klallam Tribe and the State of Washington, as amended from time to time;
J. "Director" means the Executive Director of the Tribal Gaming Agency;
K. "Electronic, computer or other technologic aid" means any machine or device that:
1. Assists a player or the playing of a game;
2. Is not an electronic or electromechanical facsimile; and
3. Is operated according to applicable Federal communications law.
Electronic, computer or other technologic aids include, but are not limited to, machines or devices that:
1. Broaden the participation levels in a common game;
2. Facilitate communication between and among gaming sites; or
3. Allow a player to play a game with or against other players rather than with or against a machine.
Examples of electronic, computer or other technologic aids include pull tab dispenser and/or readers, computers, telephones, cables, televisions, screens, satellites, bingo blowers, electronic player stations, and electronic cards for participants in bingo games;

L. "Electronic or electro-mechanical facsimile" means a game played in an electronic or electromechanical format that replicates a game of chance by incorporating all of the characteristics of the game, except when, for bingo, lotto, and other games similar to bingo, the electronic or electromechanical format broadens participation by allowing multiple players to play with or against each other rather than with or against a machine;

M. "Fiscal Year" refers to the accounting period, consisting of twelve (12) months, for which an organization plans the use of its funds;

N. "Gaming" or "Gambling" means an activity in which a person stakes or risks something of value on the outcome of a contest of chance or a future contingent event, not under his or her control or influence, upon an agreement or understanding that the person, or someone else, will receive something of value in the event of a certain outcome, but shall not include bona fide business transactions;

O. "Gaming Activities" means any Class II or Class III gaming conducted by or under the jurisdiction of the Tribe;

P. "Gaming Agent" means any employee of the Tribal Gaming Agency, each of whom is responsible for implementing this Title and the Compact;

Q. "Gaming Contractor" means any person or entity that supplies gaming devices or other gaming equipment, personnel, or services (including gaming management or consulting services) to any gaming activity or enterprise;

R. "Gaming Operation" or "Gaming Enterprise" means each economic entity, or division thereof, engaged in gaming, that is licensed by the Tribe, operates the games, receives the revenues, issues the prizes, and/or pays the expenses. A gaming operation may be operated by the Tribe directly, by a management contractor, or, under certain conditions, by another person or other entity. Leasing of video lottery terminal permits pursuant to the Compact does not constitute "Gaming Operation" or "Gaming Enterprise";

S. "Gaming Facility" or "Gaming Facilities" means the building(s), and specifically the room or rooms, in which Tribally Authorized Gaming is conducted;

T. "Key Employee" means a person who performs one or more of the following functions: bingo caller, counting room supervisor, chief of security, custodian of gaming supplies or cash, floor manager, pit boss, dealer, croupier, approver of credit, or custodian of gaming devices (including those 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 $50,000 per year, and the four most highly compensated persons in the gaming enterprise are included in the definition of key employees. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under, and subject to, the requirements for key employees;

U. "Management Contract" means any contract, subcontract, or collateral agreement between the Tribe and a contractor and a subcontractor if such contract or agreement provides for the management of all or part of a Gaming Operation;

V. "Minimum Internal Control Standards (MICS)" means the internal control standards set forth in 25 CFR Part 542, as amended from time to time, issued by the NIGC to implement the requirements of IGRA;

W. "Minor" or "Minors" means persons under eighteen (18) years of age;

X. "National Indian Gaming Commission" or "NIGC" means the federal commission established pursuant to 25 U.S.C. §2704;

Y. "Net Revenues" mean gross gaming revenues of the Gaming Operations less:

1. Amounts paid out as, or paid for, prizes; and

2. Total gaming-related operating expenses, excluding management fees;

The term "Net Revenues" does not include the revenues from the leasing of video lottery terminal permits pursuant to the Compact by the Jamestown S'Klallam Tribe to other tribes;

Z. "Person" means any natural person, unincorporated association, partnership, corporation, firm, trust, cooperative or other form of business or other entity;

AA. "Primary Management Official" means the person who has management responsibility for a Management Contract; any person who has authority to hire and fire employees or to set up working policy for the Gaming Operation; or the Chief Financial Officer ("CFO") or other person who has financial management responsibility. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under, and subject to, the requirements for primary management officials;

AB. "Reservation" means the reservation of the Jamestown S'Klallam Tribe;

AC. "State" means the State of Washington;

AD. "State Gaming Agency" means the Washington State Gambling Commission;

AE. "Tribal Council" means the Tribal Council of the federally recognized Jamestown S'Klallam Tribe;
AF. "Tribal Court" means the Jamestown S'Klallam Tribal Court that is part of the Northwest Intertribal Court System ("NICS") located in Lynnwood, Washington;
AG. "Tribal Gaming Agency (TGA)" means the regulatory body established by the Tribal Council to regulate Class II and Class III Gaming and which is overseen by a Board of Commissioners;
AH. "Tribal Lands" or "Indian lands" means:
1. All lands within the limits of the reservation;
2. Any land, title to which is either held in trust by the United States for the benefit of the Tribe or individual Tribal citizen or held by the Tribe or individual Tribal citizen, subject to restriction by the United States against alienation and over which the Tribe exercises governmental power; and
3. For all lands acquired into trust for the benefit of the Tribe after October 17, 1988, the lands meet the requirements set forth in 25 U.S.C. §2719;
AI. "Tribal citizen" means any duly enrolled or adopted citizen of the Tribe; and
AJ. "Tribally Authorized Gaming" means any Class II or Class III Gaming taking place that is licensed by the Tribe or Tribal Gaming Agency and conducted in accordance of with this Title and all other applicable laws.
AK. "Tribe" means the Jamestown S'Klallam Tribe.

Chapter 7.03 Ownership, Construction and Operation of a Gaming Enterprise

Section 7.03.01 Ownership, Construction and Operation of a Gaming Enterprise

A. Ownership. The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Enterprise authorized by this Title, except to the extent the Tribe may contract with and license a person or entity to own, operate or manage the Gaming Enterprise pursuant to the provisions of IGRA or as otherwise permitted by law;
B. Facility Construction and Maintenance. Construction and maintenance of the Gaming Facility, and the operation of the Gaming Facility shall be conducted in a manner that adequately protects the environment and the public health and safety. The Tribe shall enforce laws, resolutions, codes, policies, standards or procedures applicable to each Gaming Facility that protect the environment and the public health and safety, including standards under the Compact or other applicable standards. Laws, resolutions, codes, policies, standards or procedures in this area shall cover, at a minimum:

(i) Emergency preparedness, including but not limited to fire suppression, law enforcement, and security;

(ii) Food and potable water;

(iii) Construction and maintenance;

(iv) Hazardous materials;

(v) Sanitation (both solid waste and wastewater); and

(vi) Other environmental or public health and safety standards adopted by the Tribe in light of climate, geography, and other local conditions and applicable to its Gaming Facilities, places or locations.; and

C. Operation. Except to the extent authorized by an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, Gaming Activities are hereby authorized, provided that they shall only be conducted in Tribally owned, operated and licensed facilities pursuant to this Title. Such activities shall be conducted in accordance with the terms and conditions of any license issued by the Tribe for such purposes, as to each Gaming Facility, before any Gaming Activities may occur therein. Such licenses shall specify the hours of operation, type and scope of Gaming Activities allowed therein, permitted uses of the facility for other activities, rules of conduct for employees and patrons, regulation of alcoholic beverages, food handling and entertainment, and such other matters as the TGA or the Tribal Council may deem necessary to the conduct of Gaming Activities therein.

Chapter 7.04 Tribal Gaming Agency

Sections:
7.04.01 Regulatory Authority and Delegation of Certain Powers
7.04.02 Reservation of Powers by the Tribal Council

Section 7.04.01 Regulatory Authority and Delegation of Certain Powers

The Tribal Council shall have primary responsibility for the regulation, control and security of the Class II and Class III Gaming Operations. By adopting this Title, the Tribal Council is delegating certain of its responsibilities and duties to the TGA which is hereby constituted as a regulatory entity of the Tribal government, subject to its jurisdiction and laws.

Section 7.04.02 Reservation of Powers by the Tribal Council

The Tribal Council reserves for its exclusive exercise the following powers related to the Tribal Gaming Commission:

A. Transfer of any real estate or real property into trust to be held by the United States for the Tribe as beneficiary;

B. Obligation, sale or encumbrance of any real estate or real property held in trust by the United States for the Tribe;

C. Confirmation of the appointment and/or removal of the TGA Director by the Commissioners;

D. Appointment and/or removal of the Commissioners;

E. Dissolution and liquidation of the TGA and Commission when they have accomplished their purposes;

F. Approval of fees and expenses paid to Commissioners and the compensation of TGA employees;

G. Approval of any By-Laws proposed by the Commissioners. If the Council disapproves the proposed By-Laws, as submitted, the Council shall return them to the Commissioners for revisions with a written statement of the specific reasons for the disapproval; the Commissioners shall present the By-Laws again to the Council within 20 days of its disapproval. Should the Council fail to approve or disapprove the By-Laws within 30 days of its re-submission to the Council, the By-Laws shall be considered approved;

H. Approval of the annual report and operating plan submitted by the Commissioners;

I. Approval of the permanent exclusion of Tribal citizens from a gaming facility for violations of this Title;

J. Arbiter of conflicts between the TGA/Commissioners and Casino Management over interpretation of the provisions and applicability of the (a) Compact, (b) NIGC rules and regulations, and (c) IGRA to the Tribe and its Class II and III gaming operations. Additionally, the Council shall have the sole authority to seek advisory opinions from non-Tribal regulatory bodies and opinions from outside legal counsel related to such matters; and

K. Such other powers which have not been granted to the TGA or Commission or that may be reserved specifically to the Tribal Council through any subsequent amendment of this Title.

Chapter 7.05 Operation of the Commission

Sections:
7.05.01 Operation of the Commission
7.05.02 Powers and Duties of the Commission - General
7.05.03 Powers and Duties of the Commission - Budgeting and Reporting Requirements
7.05.04 Powers and Duties of the Commission - Class III Gaming

Section 7.05.01 Operation of the Commission

The business and affairs of the Commission shall be managed as follows:

A. Appointment of Commissioners. The Commission shall be composed of three (3) members, two (2) of whom shall be Tribal citizens and one of whom may be a Tribal citizen or a non-Tribal person, all appointed by the Tribal Council; candidates for vacancies on the Commission may be recommended by the Commission to the Tribal Council for consideration;

B. Disqualifications for Commission Membership. The following persons may not serve as Commissioners:
1. Tribal Council members while serving as such;
2. Employees of any Gaming Enterprise on Tribal Lands;
3. Persons related to any gaming contractor (including any principal thereof or Closely Associated Independent Contractor); or
4. Persons who would not be eligible to be officials of the Tribe pursuant to the Tribe's Constitution;
C. Terms of Service for Commissioners. Commissioners shall continue to serve for three (3) year staggered terms. Nothing in this Title shall preclude any member for serving for more than one term;
D. Removal from Commission. Commissioners may only be removed from office before the expiration of their terms by the Tribal Council for neglect of duty, malfeasance or other good cause shown;
E. Quorum. Two (2) members of the Commission shall constitute a quorum;
F. Commission Officers and Duties. The officers of the Commission shall be appointed by the Tribal Council. The Chairman shall preside over meetings of the Commission and the Vice-Chairman shall preside in the absence of the Chairman. The Secretary, or assistant secretary, shall record in writing the minutes of all Commission meetings and all official actions taken by it. The Treasurer, or assistant Treasurer, shall account for and provide reports on all receipts and disbursements of the Commission. A Commission member may hold one or more officer positions;
G. Voting. All actions of the Commission shall be taken by majority vote. The Chairman may vote on any issue;
H. Commission Meetings. Meetings shall be held at least once per month, at such time and in such location as the Commission may decide by majority vote. Additional meetings shall be held as called by the Chair or by at least two (2) other members. Notice of meetings shall be given in writing to each member at least five (5) business days prior to such meeting. Meetings may be called at any time, by any means, with unanimous consent of the members;
I. Compensation for Serving; Reimbursement of Expenses. Commissioners shall be compensated for serving on the Commission at rates to be set by the Tribal Council. Subject to approval by and in accordance with procedures to be adopted by the Tribal Council, members shall be reimbursed for expenses incurred in connection with the performance of their duties and shall receive a stipend for days spent in performance of their duties;
J. Excess Funds. Funds collected in excess of the funds actually expended in the operation of the TGA at year-end shall be considered surplus revenues and identified separately in a surplus fund account. If so directed by the Tribal Council, funds from the surplus account shall be retained and deducted from the projected revenue requirements for the next budget cycle;
K. Bonding and Insurance. All Commission members, the Director, Gaming Agents and others specifically designated by the Commission or the Tribal Council, shall be bonded. All employees of the TGA and the Commission members are covered under the Tribe's Errors and Omissions Insurance Policy.

Section 7.05.02 Powers and Duties of the Commission - General

The Commission, working through the TGA, shall have the general powers and duties to:
A. Enforce provisions of this Title, the Compact and applicable federal and state law in the Gaming Facility;
B. Ensure the physical safety of patrons in the Gaming Facility is being properly addressed by the Casino Management;
C. Ensure the physical safety of personnel employed by the Gaming Facility is being properly addressed by the Casino Management;
D. Ensure the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department is being properly addressed by the Casino Management;
E. Protect the patrons' and the Gaming Enterprise's property from illegal activity;
F. Temporarily detain persons that may be involved in illegal acts, for the purpose of notifying Clallam County law enforcement authorities;
G. Record, in a permanent and detailed manner, any and all unusual occurrences within the Gaming Facility for which the assignment of a Tribal Gaming Agent is made. Each incident shall be assigned a sequential number;
H. Ensure the Casino Management adopts standards of operation and management for the Gaming Facility, which initial standards shall be those set out in Appendix A to the Compact;

I. Undertake such other duties as required by this Title, the Compact, relevant provisions of Washington State statutes and regulations and Federal statutes and regulations;
J. Engage in any and all activities which will directly and indirectly carry out the purposes of the TGA; and
K. Carry out such other duties as the Tribal Council shall, from time to time, direct.

Section 7.05.03 Powers and Duties of the Commission - Budgeting and Reporting Requirements

The Commission shall be responsible and accountable to the Tribal Council. To fulfill this duty, it shall:
A. Present to the Tribal Council the projected annual budget and justification at least thirty (30) days prior to the beginning of the next fiscal year. The justification should include any planned expansion or reduction in the Commission facilities, personnel, or general operations, funds required for training or the continuance or expansion of operations, personnel, or facilities, or funds to be held in reserve in a capital account for unforeseen contingencies or business set backs;
The budget must be approved by the Tribal Council before it is implemented. If the Tribal Council disapproves the budget as submitted, the Tribal Council shall return it to the Commission for a revision with a written statement of the specific reasons for the disapproval; the Commission shall present the revised budget and justification again to the Tribal Council within twenty (20) days of its disapproval; Should the Tribal Council fail to approve or disapprove a budget within thirty (30) days of its submission to the Tribal Council, it shall be considered approved;
B. File a summary report for the most recently completed fiscal year within thirty (30) days of the end of the fiscal year; and
C. File such further reports as are required by the Tribal Council from time to time. The Tribal Council may, at its discretion, require the Commission to report on a more frequent basis than annually. However, the Commission shall not be required to report on more than a quarterly basis.

Section 7.05.04 Powers and Duties of the Commission - Class II and Class III Gaming

The Commission, acting through the TGA, shall have the primary responsibility for the on-site regulation, oversight, and internal MICS auditing, of Class II and Class III Gaming Operations authorized by the Tribe and enforcement of the Compact, including, but not limited to, the following sections in the Compact, which referenced provisions are fully incorporated as if set out herein:
Nature, size and scope of Class III gaming
Licensing and certification requirements
Licensing and State certification procedures
Tribal enforcement of Compact provisions
Regulatory jurisdiction relating to the enforcement of the provisions
Law enforcement jurisdiction relating to gaming
Enactment of Compact provisions and regulations governing gambling
Regulations for the operations and management of tribal gaming
Enforcement of public health and safety provisions.

Chapter 7.06 Enforcement and Investigation

Section 7.06.01 Enforcement and Investigation

The TGA, in order to assure the compliance of any Tribally Authorized Gaming with the provisions of applicable laws, codes, Titles, rules and/or regulations:
A. Shall have free access to all gaming premises, employees, books and records at any time to inspect, examine and monitor same, including photocopying of relevant materials, and for any purpose related to performance of its functions under this Title; and
B. May deny an application for or suspend or revoke any license or permit issued by it, for any reason or reasons it deems to be in the Tribal or public interest.

Chapter 7.07 Sanctions

Section 7.07.01 Sanctions

Every activity relating to the subject matter of this Title, held and/or conducted, or engaged in, within the Reservation or on lands subject to the Tribe's jurisdiction, which is contrary to the provisions of this Title, is hereby prohibited and declared to be unlawful and a public nuisance, the remedy to which shall be an injunction and/or abatement and/or civil fine(s) not to exceed Five Thousand Dollars ($5,000.00) per day, per violation, and/or cancellation of any license or permit issued to or relating thereto, or all of the above, except where specifically authorized by the Commission.

Chapter 7.08 Fines As Liens

Section 7.08.01 Fines as Liens

Fines may be established as liens upon specifically described property involved in a violation of this Title, by order of the Tribal Court. In the case of real property, such order shall be filed for record notice with the Clallam County Auditor. Liens on personal property shall be filed with the State's Secretary of State. Upon twenty (20) days' written notice served, or fifty (50) days' notice by publication, with opportunity to request a hearing on the maker no later than ten (10) days after expiration of the notice period, the Tribal Court, Federal Court, or other court of appropriate jurisdiction may order the property sold at public auction, or forfeited to the Tribe.

Chapter 7.09 Exclusion of Persons from a Gaming Facility

Section 7.09.01 Exclusion of Persons from a Gaming Facility

A. Temporary. Any Gaming Agent shall have the power and authority to cause the removal and exclusion of any person from any Gaming Facility, and surrounding parking lots thereto for a period of twenty-four (24) hours, who, in the sole discretion of the Gaming Agent, is causing a disturbance, acting inappropriately, or is, in any other way, interfering with the orderly conduct of ordinary business within the Gaming Facility and the surrounding parking lots;

B. Permanent. The Commission shall have the power and authority to permanently exclude any person from any Gaming Facility, who has caused a serious or repeated disturbance, engages in inappropriate actions, or in any other way has interfered with the orderly conduct of ordinary business within the facility. Further:

1. The request for permanent exclusion of a person may be brought only by the Director before a properly convened meeting of the Commission. The Commission may consider the Director's request in an open or closed meeting, and may or may not, at its complete discretion, allow the person subject to the request, to attend the meeting of the Commission. Except as herein otherwise provided, the decision of the Commission is final, and not subject to review;
2. When the Commission has determined a person is to be permanently excluded from the facility, that person's name shall be reported to the Gaming Agents, Washington State Gambling Agency, and the Clallam County Sheriff's Office;
3. The Commission, or any of the TGA agents, shall notify the person permanently excluded of the Commission's decision in writing, either by personally delivering the notice, by handing it to the person, or by mailing it by certified mail to the person's last known address; and
4. Should the person who has been permanently excluded from any facility, be a Tribal citizen, that person may request that the Tribal Council review the decision of the Commission, which will make its own independent determination. The determination of the Tribal Council shall be final, and not subject to review.

Chapter 7.10 Appeal

Section 7.10.01 Appeal

Any action taken by the Commission under this section may be appealed within ten (10) days of receipt of the notice by the affected party. The Commission shall then conduct a public or private hearing, at which

the affected party may testify, to determine if the charges will stand. The decision of the Commission shall be final unless appealed to the Tribal Court within five (5) days of the written decision. The imposition of the sanction shall be in full force and effect unless reversed by the Tribal Court.

Chapter 7.11 Executive Director of the TGA

Section 7.11.01 Executive Director of the TGA

The Commission shall have the authority to appoint the Director of the TGA, subject to the confirmation of the Tribal Council. The Commission shall provide with their recommendation a training plan to address any skill, knowledge and/or expertise deficiency of the appointee. The job opening shall be posted and advertised as set out in the Tribe's Policies and Procedures, including the requirement of Indian Preference. The job announcement for the position of Director shall be cleared with the Tribal Council before it is advertised or posted. The Director shall have responsibility for:

A. Daily operations of the TGA, and for the carrying out of the policies and plans approved by the Commission and the Tribal Council;

B. Employing, directing, training and discharging all employees under his or her charge;

C. Directing purchasing within limits set by the Commission;

D. Planning and development of the TGA;

E. Preparing and managing the budget of the TGA;

F. Making monthly reports to the Commission regarding the TGA's financial performance and regulatory issues; and

G. Not less than 30 calendar days before the end of the fiscal year of the TGA, the Director shall submit to the Commission an operating plan for the following year.

Chapter 7.12 Indian Preference Recruitment Plan

Section 7.12.01 Indian Preference Recruitment Plan

It is the policy of the Tribe to encourage first, the employment of qualified Tribal citizens and second, the citizens of other federally recognized Tribes. To that end, the Commissioners may consider someone who qualifies for Indian Preference for appointment to any open positions at the TGA who may not otherwise be qualified by experience, education or certification.

Chapter 7.13 Deposit of Funds

Section 7.13.01 Deposit of Funds

Any funds of the Commission, not otherwise employed, shall be deposited in such banks, trust companies, or other reliable depositories as the Commission may from time to time determine. Each account in any depository selected by the Commission shall be in the name of the Commission or the TGA.

Chapter 7.14 Checks, Etc.

Section 7.14.01 Checks, Etc.

All checks, drafts, or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the TGA, shall be signed or endorsed by such officers or agents of the TGA, and in such manner as the Commission from time to time may determine.

Chapter 7.15 Contracts

Section 7.15.01 Contracts

When authorized by the Commission, the Director or other officers or agents of the TGA, may, in the name of, or on behalf of, the TGA and the Commission, enter into such contracts or execute and deliver such instruments as are authorized by the Commission. Such authorization by the Commission may be general or confined to specific transactions.

Chapter 7.16 Fiscal Year

Section 7.16.01 Fiscal Year

The Fiscal Year of the Commission and the TGA will be January 1 through December 31. The Fiscal Year of the Tribe will be October 1 through September 30.

Chapter 7.17 Records

Section 7.17.01 Records

There shall be maintained at the principal office of the Commission and the TGA financial books and records of account not otherwise maintained by the Tribe's accounting department, all minutes of the Commission meetings, and copies of other material, books, records, documents and contracts. All such books, records, minutes, documents and contracts shall be made available for inspection at any reasonable time during usual business hours by any member or members of the Commission, for any lawful and proper purpose. Upon leaving office, each member of the Commission and each officer, agent or employee of the TGA, shall turn over to their successor, in good order, such monies, books, records, minutes, writs, documents, contracts or any other property of the Commission or TGA, as have been in the custody of such officer or agent during his or her term of office.

Chapter 7.18 Audits

Section 7.18.01 Audits

A. Annual Audits. The Commission shall require the Gaming Operation or Gaming Enterprise to secure an annual external financial Audit of each Class II and Class III gaming activity by a recognized independent accounting firm. The results thereof shall be reported to the Tribal Council and, to the extent required by law, the NIGC;

B. Contracts - Audit Requirements. All contracts for providing supplies, services, equipment or concessions to any Class II and Class III Gaming Enterprise for a contract amount in excess of $25,000 annually (except contracts for professional legal or accounting services) shall be subject to independent audits as established in A., above, and such contracts shall so specify;

C. Non-gaming Limitations. Nothing in this subsection shall extend the authority of the Commission or TGA to audit nongaming activities; and

D. Compliance Audits. With the approval of the Tribal Council, the Commission may direct the TGA to undertake an internal review to determine if a Gaming Operation or Gaming Enterprise is in compliance with the applicable provisions of the Tribal Code, Federal statues and regulations, and Washington State laws and regulations related to public health, safety and environmental issues, MICS requirements and provisions of the Compact.

Chapter 7.19 Dissolution

Section 7.19.01 Dissolution

Provided that there is no Tribally Authorized Gaming taking place on Tribal Lands, the Commission and the TGA may be dissolved by a vote of a four-fifths (4/5) majority of the entire Council. If any member of the Council cannot be present at a meeting where such a vote is taken, his/her vote shall be counted as a vote against dissolution.

Upon winding up and dissolution of the TGA, the assets of the Agency remaining after payment of, or provision for payment of, all debts and liabilities of the Agency, shall be distributed to the Tribal general account, or to such other Tribal organization duly designated by the Council, so as to insure that the assets of the TGA will be used exclusively to accomplish the general purposes for which the TGA was organized.

Chapter 7.20 Licenses

Section 7.20.01 Licensing Requirements

It is the policy of the Tribe that all Gaming Activities be licensed and controlled so as to protect the morals, good order and welfare of Tribal Citens and other persons on Tribal Lands and to preserve the honesty, fairness and integrity of such Gaming Activities. Accordingly, no person shall engage in any Gaming Activities on Tribal Lands without an appropriate and valid independent license issued by the TGA.

Any gaming license, or finding of suitability or approval by the TGA, which is issued, shall be deemed a privilege subject to suspension or revocation. No license shall be issued that would place the TGA in violation of the Compact, IGRA or of any applicable law.

The TGA may employ all reasonable means, including the engagement of outside services and investigators and the holding of hearings, to acquire the information necessary to determine whether or not a license should be issued. Applicants shall also agree to release all information necessary in order for the TGA to achieve its goals under this section and to furnish such information to the NIGC or such other agency as may be required by law.

Chapter 7.21 Personal History Statement

Section 7.21.01 Personal History Statement

Each applicant for employment at the Gaming Facility shall complete a form containing the information listed below:

A. Full name, other names used (oral or written), drivers license number(s), social security number(s), date of birth, age, place of birth, citizenship, gender, physical description and degree of familiarity with all languages (spoken or written);

B. Currently, and for the previous five (5) years, personal residences and phone numbers;

C. Currently, and for the previous ten (10) years, business and employment positions held, ownership interests in those businesses, business addresses and phone numbers;

D. Names and current addresses of at least three (3) personal references, including one personal reference who was acquainted with the applicant during each period of residence as listed above;

E. Description of any existing and previous relationships with Indian tribes, including ownership interests in those businesses;

F. Description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses and Indian gaming operations particularly, including ownership interests in those businesses;

G. Name and address of any licensing or regulatory agency with which the person has ever filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

H. For each criminal felony charge 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, of the case;

I. For each criminal misdemeanor charge for which there is ongoing prosecution or a conviction within ten (10) years of the date of the application (excluding minor traffic violations), the charge, the name and address of the court involved, and the disposition, if any, of the case;

J. For each criminal charge (excluding minor traffic violations), whether or not there is a conviction of such charge occurred within ten (10) years of the application and is not otherwise listed pursuant to (H) or (I) of this section, the charge, the name and address of the court involved, and the date and disposition of the charge;

K. Name and address of any licensing or regulatory agency (Federal, Tribal, State, local or foreign) with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

L. Current photograph;

M. Fingerprints consistent with procedures adopted by the TGA according to 25 C.F.R. § 522.2(h) for gaming employees;

N. Fingerprints for the non-gaming employees of the gaming facility as provided for by the TGA;

O. A Privacy Act Notice worded as follows:

"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 a gaming operation. The information will be used by National Indian Gaming Commission members and staff and Tribal officials 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 or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a Tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a Tribe's being unable to hire you in a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application";
P. A Notice Regarding False Statements worded as follows:
Q "A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment (18 U.S.C. §1001).";
R. Any other information the TGA deems relevant.

Chapter 7.22 Business Disclosure Form

Section 7.22.01 Business Disclosure Form

Each investor, management entity, closely associated independent contractor, or other individual or entity with influence over the management or operation of the gaming operation shall complete this form containing the information listed below:
A. Name, Principal Address and Contact Name for business;
B. Type of Business (sole proprietorship, corporation, etc.);
C. For each partner in a partnership: Name of Partner - DOB & SSN, Residence Address, and Name of Spouse - DOB & SSN;
D. Description of goods/services to be provided to gaming operation;
E. References for similar goods/services;
F. Other companies for which they have provided goods/services in the gaming industry;
G. All Indian nations with which business has been, or is being, conducted;
H. All agencies that have granted the business a license/permit/authorization to supply equipment/goods/services to gaming operations;
I. Information on whether a gaming license, permit or authorization has been revoked or suspended by any federal, state or Tribal government;
J. Whether the business, business owner(s), or if a corporation, officers, directors, or any holder of more than five percent (5%) of the voting stock, has ever been involved in any criminal or civil action, and if yes, a letter of explanation;
K. For a corporation: Corporation Name, Address, Trade Name, Total Stock, Total Issued Shares; For President, Treasurer, Chairperson of the Commission, and Stockholders with 10% or more of the voting stock: Name, Address, SSN, Shares Owned, Percentage of Ownership, and Date Acquired; and
L. A declaration by the Chief Executive Officer, General Partner, or Sole Proprietor, as applicable, as to the accuracy and truthfulness of the information on the form;
M. A Privacy Act Notice as contained in Section 7.21.01(O) of this Title;
N. A Notice Regarding False Statements as contained in Section 7.21.01(P) of this Title; and
O. Any other information the TGA deems relevant.

Chapter 7.23 Burden on Applicant

Section 7.23.01 Burden on Applicant

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

Chapter 7.24 Applicant Claim of Privilege

Section 7.24.01 Applicant Claim of Privilege

An applicant may claim any privilege afforded by law in connection with a gaming license application or investigation, but a claim of privilege with respect to any testimony or evidence pertaining thereto may constitute sufficient grounds for denial, suspension or revocation.

Chapter 7.25 Types of Licenses

Section 7.25.01 Types of Licenses

Three classes of licenses may be issued to persons associated with Tribal gaming activities:

A. Class A License. A Class A license is required for:

1. An investor, management entity, Primary Management Official, Key Employee, Closely Associated Independent Contractor, or other individual or entity with influence over the management or operation of the gaming operation; and

2. A Class II or III Gaming Operation employee, and a supplier, manufacturer or distributor of any goods or services to a Gaming Facility;

The completed license application (which will be a Personal History Statement or Business Disclosure Form, as applicable) shall be used by the TGA to conduct, or cause to be conducted, a background investigation to determine if such person/entity has:

(a) Any criminal record, including violent crimes against a person, or any reputation, prior activities, habits or associations which might pose a threat to the public interest or to the effective regulation of gaming; and

(b) Anything else in their background which might create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming;

B. Class B License. Persons who are not among those identified in subsection A. (1), above, but are to be employed at a Gaming Facility on Tribal Lands in some other capacity, such as in non-gaming related activities, shall be required to obtain a Class B license from the TGA. Such persons must establish that they have not been convicted of a crime, or engaged in any activity which would render such person a danger to the safety or integrity of the gaming activity or the safety or property of the Tribe, a Tribal citizen, a gaming operation employee or patron, or a member of the public;

C. Class C License. Minors employed at a gaming facility on Tribal Lands may be issued a Class C license, which will entitle them to work in any position for which a Class B license is required for adults and not otherwise prohibited by this Title or other applicable law. Prior to issuance of a Class C license, such minors shall be determined by the TGA to pose no threat to the safety or integrity of the gaming activity or the safety or property of the Tribe, a Tribal citizen, a Gaming Operation employee or patron, or a member of the public.

Each Class C license shall be valid for no more than one (1) year at a time and shall be revoked upon the minor's reaching the age of eighteen (18), at which time either a Class A or B license, as applicable, will be required. Minors shall not be employed as dealers or otherwise allowed to operate or supervise the operations of games, or to serve liquor.

Chapter 7.26 Background Investigations

Section 7.26.01 Background Investigations

The TGA shall conduct or cause to be conducted a background investigation sufficient to make a determination of eligibility to receive a license by an applicant as required under this Title. This investigation shall be based on the information provided by the applicant in the Personal History Statement or Business Disclosure Form, as applicable, provided to the TGA.

In conducting the background investigation, the TGA or its agent(s) shall promise to keep confidential the identity of each person interviewed in the course of the investigation. The TGA reserves the right, at any time, to request additional information either prior to, during, or subsequent to any background investigation.

Chapter 7.27 Forwarding Licensing Applications and Reports to NIGC

Sections:

7.27.01 Forwarding Licensing Applications and Reports to NIGC
7.27.02 Eligibility Determination
7.27.03 Granting a Gaming License
7.27.04 Temporary Licenses
7.27.05 License Renewal
7.27.06 License Fees
7.27.07 Ethical Standards
7.27.08 License Determinations Appeals
7.27.09 License Suspension
7.27.10 Facilities Licenses
7.27.11 Penalties and Sanctions For Failure to Comply with Regulations or Agency Requirements

Section 7.27.01 Forwarding Licensing Applications and Reports to NIGC

A. On or before the date any Key Employee or Primary Management Official is employed by a Gaming Enterprise authorized under this Title, the TGA shall forward to the NIGC the person's completed Personal History Statement;

B. Prior to issuing a license to a Primary Management Official or Key Employee, the TGA shall forward to the NIGC, together with a copy of the eligibility determination made under this section, an investigative report on each background investigation. The investigative report on each background investigation shall be forwarded to the NIGC within sixty (60) days after the employee begins work. The Gaming Enterprise shall not employ or continue to employ any person as a Key Employee or Primary Management Official who does not have a license within ninety (90) days of beginning work, unless the delay in the issuance of such license is the fault of the NIGC, in which case the ninety (90) period may be extended by the TGA for an additional ninety (90) days;

The investigative report shall include the following information:

1. Steps taken in conducting a background investigation;
2. Results obtained;
3. Conclusions reached; and
4. The bases for those conclusions.

C. The TGA shall provide to the NIGC, or other appropriate agency, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to Key Employees and Primary Management Officials, the TGA shall retain the Personal History Statements and reports (if any) of background investigations for inspection by the Chair of the NIGC or his or her designee for no less than three (3) years after the date of termination of employment; and

D. If a license is not issued to an applicant, the TGA 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.

Section 7.27.02 Eligibility Determination

The TGA shall review the results of the background check and reputation, habits and associations to make a finding concerning the eligibility of an applicant for employment in a Gaming Operation. If the TGA determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Tribal Gaming Enterprise shall not employ that person in a Key Employee or Primary Management Official position; and further, shall not employ the person in any other position for which a license is required, except as specifically provided by the TGA.

Section 7.27.03 Granting a Gaming License

A. If, within a thirty (30) day period after the NIGC receives a report as required under subsection C. of Section 7.27.01, above, the NIGC notifies the TGA that it has no objection to the issuance of a license

pursuant to the license application filed for a Key Employee or Primary Management Official for whom the TGA has provided an application and investigative report, the TGA may issue the license;
B. The TGA shall provide any additional information requested by the Chair of the NIGC concerning a Key Employee or Primary Management Official who is the subject of a report as required under this subsection. A NIGC request for additional information shall suspend the thirty (30) day period under this subsection above until the Chair of the NIGC receives the additional information; and
C. If, within the thirty (30) day period established under subsection (A) above, the NIGC provides a statement itemizing objections to issuance of a license to a Key Employee or Primary Management Official, the TGA shall reconsider the application, taking into account such objections. The TGA retains the right to make the final determination whether to issue the license to such applicant.

Section 7.27.04 Temporary Licenses

Pending completion of an investigation for a license, temporary licenses may be issued by the TGA if, in its sole discretion, it deems it appropriate to do so. Such licenses shall permit the licensee to engage in such activities, pursuant to such terms and conditions as specified by the TGA, in its sole discretion as are required. Such temporary licenses shall expire: ninety (90) days from date of issuance, upon issuance of a permanent license, or until an earlier specified expiration date, whichever occurs first. If the delay in the issuance of permanent license is the fault of the NIGC for not completing an investigation for a license within ninety (90) days from the time of the filing with the NIGC, the ninety (90) day period may be extended by the TGA for an additional ninety (90) days.

Section 7.27.05 License Renewal

Class B licenses, unless otherwise exempted by the TGA, shall be subject to renewal every three (3) years and may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have tended to disqualify such person for such a license. Class A and Class C licenses shall be subject to renewal every year.

Section 7.27.06 License Fees

All persons applying for a license shall agree to pay all applicable license fees and costs when due, including a reasonable deposit for costs for the gathering of information and investigation in connection with the license application. Applicants may be required to pay all fees and costs incurred in obtaining information prior to beginning processing of the application. At the discretion of the Tribal Council, members of the TGA may be exempted from any license fees or costs. An estimate of such costs shall be provided to applicants upon reasonable request.

Section 7.27.07 Ethical Standards

All persons employed by or associated with any gaming activity on Tribal Lands shall conduct themselves with honesty, integrity, and with such decorum and manners as may be necessary to reflect positively on the Tribe, its citizens and the gaming activity involved. Any failure to abide by such standards, or any violation of any rule, Title, custom or tradition of the Tribe on the Tribal Lands, or in the gaming activity, or the terms or conditions of the license, may be grounds for immediate suspension or revocation of any license issued hereunder.

Section 7.27.08 License Determinations Appeals

All decisions of the TGA regarding the issuance of licenses shall be considered final and effective when issued, provided however, that within fifteen (15) days of receipt of the written decision disallowing issuance of a license, an applicant may file a petition for reconsideration with the TGA.
Any Tribal citizen who is denied a license by the TGA may, within thirty (30) days of receiving written notice of such denial, appeal the denial to, in order, the Commission, the Tribal Council and the Tribal Court. Each of these bodies shall have the power to reverse the decision of the TGA and order that such license be issued, provided that no such license shall be issued for more than one (1) year, subject to the renewal procedures set forth herein, and provided further that no order of the Commission, Tribal Council or Tribal Court that a license be issued shall be valid if such issuance would place the TGA in violation of any the Compact, or of any applicable law.

Section 7.27.09 License Suspension

A. If, after issuance of a gaming license, the TGA receives reliable information from the NIGC or other credible sources indicating that a Key Employee or a Primary Management Official is not qualified for employment under the eligibility criteria established in this Title, the TGA shall suspend the license and shall notify the licensee in writing of the license suspension and proposed revocation;
B. The TGA shall notify the licensee of a time and place for a hearing on the proposed revocation of a license, at which time the affected party may testify; and
C. After the revocation hearing, the TGA shall determine whether to revoke or to reinstate the gaming license. For actions taken in response to information provided by the NIGC, the TGA shall notify the NIGC of its decision on any revocation action.

Section 7.27.10 Facilities Licenses

A. New Facilities. Before Gaming Activities can be conducted therein, the TGA shall inspect and license each Gaming Facility in accordance with this Title and any requirements of IGRA. TGA shall submit to the NIGC a notice that a facility license is under consideration for issuance at least 120 days before opening any new Gaming Facility on Indian Lands where Class II or III gaming will occur. The notice shall contain the following:
(1) The name and address of the property;
(2) A legal description of the property;
(3) The tract number for the property as assigned by the BIA, Land Title and Records Offices, if any;
(4) If not maintained by the BIA a copy of the trust or other deed(s) to the property or an explanation as to why such documentation does not exist; and
(5) If not maintained by the BIA, documentation of the property's ownership.
The Tribe does not need to submit to the NIGC a notice that a facility license is under consideration for issuance for occasional charitable events lasting not more than a week.
B. Existing Facilities. Gaming Facilities in which Gaming Activities were taking place on the date this Title was adopted shall be deemed to have qualified for and be operating under such a license upon adoption of this Title.
C. Renewals. At least once every three (3) years after (i) for new facilities, the initial issuance of a facility license or (ii) for facilities already in operation, enactment of this section, TGA shall renew or reissue a separate facility license to each existing Gaming Facility and provide a copy of each newly issued or renewed facility license to the NIGC within 30 days of issuance.
D. Content of submission. TGA shall submit to the NIGC with each new or renewed facility license:
(1) An attestation certifying that by issuing the facility license:
(a) The Tribe has identified and enforces its environment and public health and safety laws, resolutions, codes, policies, standards or procedures applicable to its Gaming Facility;
(g) The Tribe is in compliance with those laws, resolutions, codes, policies, standards, or procedures, or, if not in compliance with any or all of the same, the Tribe will identify those with which it is not in compliance, and will adopt and submit its written plan for the specific action it will take, within a period not to exceed six (6) months, required for compliance. At the successful completion of such written plan, or at the expiration of the period allowed for its completion, the Tribe shall report the status thereof to the NIGC. In the event that the tribe estimates that action for compliance will exceed six (6) months, the Tribe may request an extension of the time period.
(c) The Tribe is ensuring that the construction and maintenance of the Gaming Facility, and the operation of that Gaming is conducted in a manner which adequately protects the environment and the public health and safety.
(2) A document listing all laws, resolutions, codes, policies, standards or procedures identified by the Tribe as applicable to its Gaming Facilities, other than Federal laws, in the following areas:
(a) Emergency preparedness, including but not limited to fire suppression, law enforcement, and security;
(b) Food and potable water;
(c) Construction and maintenance;
(d) Hazardous materials;
(e) Sanitation (both solid waste and wastewater); and
(f) Other environmental or public health and safety laws, resolutions, codes, policies, standards or procedures adopted by the Tribe in light of climate, geography, and other local conditions and applicable to its gaming places, facilities, or locations.

(3) After the first submission of a document under paragraph (2) of this section, upon reissuing a license to an existing Gaming Facility, and in lieu of complying with paragraph (2) of this section, TGA may certify to the NIGC that the Tribe has not substantially modified its laws protecting the environment and public health and safety.
E. Notification. TGA must notify the NIGC within 30 days if a facility license is terminated or not renewed or if a gaming place, facility, or location closes or reopens.

Section 7.27.11 Penalties and Sanctions For Failure to Comply with Regulations or Agency Requirements

Upon approval by the Commission, any person or entity failing to comply with any of the provisions of this Title, or regulations adopted pursuant to it, shall be denied a license or have its license revoked if a license has already been issued. In case of a revocation, the revocation shall take effect ninety (90) days after it is issued by the TGA. The TGA may withdraw the revocation when it is satisfied the entity is in compliance with all regulations and requirements. The TGA may also assess a civil penalty of up to five thousand dollars ($5,000) for failure to comply with this Title and TGA regulations and requirements.

Chapter 7.28 Gaming Revenues

Section 7.28.01 Gaming Revenues as Tribal Property

Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all revenues generated from any Class II or Class III gaming activity are the property of the Tribe. Any profits or net revenues from activities within gaming facilities shall be deposited into the Tribe's general treasury or such other Tribal account as the Tribe shall determine. No Tribal citizen shall be deemed to have any interest therein, provided that the Tribal Council, in its sole discretion, may adopt rules for distributing gaming proceeds to citizens on a per capita basis provided such plan meets the requirements of IGRA, 25 U.S.C. § 2710(b)(3). Once gaming revenues become part of the Tribe's treasury, the revenues shall lose any identity as gaming revenues except to the extent necessary to comply with applicable law.

Section 7.28.02 Use

Net revenues from gaming activities are not to be used for purposes other than:
A. To fund Tribal government operations or programs;
B. To provide for the general welfare of the Tribe and its Tribal citizens;
C. To promote Tribal economic development;
D. To donate to charitable organizations; or
E. To help fund operations of local, non-Tribal, government agencies.

Chapter 7.29 Class III Gaming: Tribal-State Compacts

Section 7.29.01 Class III Gaming: Tribal-State Compacts

In addition to the provisions set forth above, no Class III gaming shall be engaged in on Tribal Lands unless a Compact or alternative agreement, as provided for by IGRA, has first been obtained. All negotiations for such compacts shall be conducted through the Tribal Council, with the advice and recommendation of the Commission and TGA, and shall be finalized in accordance with Tribal law. To the extent any provision of a Compact is inconsistent with the provisions of this Title, such Compact provision shall prevail and shall be deemed incorporated by reference herein.

Chapter 7.30 Management of Tribal Gaming; Restrictions

Sections:
7.30.01 Management of Tribal Gaming
7.30.02 Restrictions

Section 7.30.01 Management of Tribal Gaming

Nothing herein shall prevent the Tribe from entering into Management Contracts or other agreements with any person or entity for the management or operation of any game otherwise authorized under this Title, so long as such agreement is in compliance with applicable law. Further:

A. Any Management Contract entered into by the Tribal Council for the management of Class II or Class III Gaming Activities must be submitted to the NIGC for approval;

B. Any references to Management Contracts shall be considered to include all collateral agreements to such contract or agreement that relate to the Gaming Activity; and

C. No Management Contract shall be effective unless it is entered into pursuant to express written authority granted under a valid Tribal Council Resolution or Title. The Tribal Council shall specifically approve any Management Contract prior to its submission to the NIGC or another governmental entity for approval.

Section 7.30.02 Restrictions

No elected official or employee of the Tribe, including the Commission, TGA or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for, any Management Contract or other such agreement entered into pursuant to IGRA, nor shall such elected official serve on the Commission or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation, or 10% or more of the beneficial interest in any partnership, trust, or other entity, or in the case of any entity having thirty-five (35) or less owners, shareholders, partners or beneficiaries, any interest in any such corporation, partnership, trust or other entity, having a financial interest in, or management responsibility for, such contract, or any interest in any entity.

Chapter 7.31 Tribal Gaming Commission or Corporation

Section 7.31.01 Tribal Gaming Commission or Corporation

Nothing in this Title shall be interpreted to prevent the Tribe (through the Tribal Council), in its sole discretion, from delegating authority to one or more subordinate Tribal commissions and corporations, to manage and operate a Tribal gaming facility, so long as the enterprises to which licenses are issued are solely and exclusively owned by the Tribe. Any Tribal commission or corporation established by the Tribe to conduct business on behalf of the Tribe retains the sovereign immunity of the Tribe, unless specifically and expressly waived by the Tribal Council by resolution or Title.

Chapter 7.32 Age Restrictions on Gaming Activities

Section 7.32.01 Class III Gaming

No person under the age of twenty-one (21) shall participate in any Class III gaming activity, or be allowed on the gaming floor of the facility where Class III gaming is conducted.

Section 7.32.02 Class II Gaming

No person under the age of eighteen (18) shall participate in any Class II gaming activity or be allowed on the gaming floor of the facility where Class II gaming is conducted, except under the following circumstances:

A. Special Events. Persons under the age of eighteen (18) will be allowed to play Class II games in a limited number of special events, as provided below, put on by the Casino Management;

B. Limit. The number of Special Events will be limited to a maximum of four (4) a year; and

C. Restrictions. Those who participate in Class II gaming under this Special Events exception will be accompanied by an adult family member, i.e., parents, grandparents, spouse or legal guardian (those individuals appointed by a court of law as the legal guardian of an individual) over the age of 18.

Chapter 7.33 Miscellaneous Provisions

Section 7.33.01 Indemnification of Commission Members, Officers and Employees

The Tribe shall indemnify any person who was or is a party or is under threat to be made a party to any pending or completed action, suit or proceeding either civil, criminal, administrative or investigative solely by the reason of the fact that he or she is or was a Commissioner, Officer, agent or employee acting on behalf of the Commission or TGA, or is or was serving at the request of the Commission or TGA, as a director or officer, against expenses (including attorney's fees), judgments fees, judgments, fines and amounts paid in settlements actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

However, the Tribe shall not indemnify such Commissioner or officer if the Tribal Council shall determine that the Commissioner or officer failed to act in good faith and with the degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances in like positions. The right of indemnification provided for herein shall not be deemed exclusive of any other rights to which such Commissioner or officer may be entitled and shall inure to the benefit of the heirs, executors, and administrators of any such person.

Chapter 7.34 Construction and Severability

Section 7.34.01 Construction and Severability

A. This Title is exempted from the rule of strict construction, and shall be liberally construed to give full effect to the objectives and purposes for which it was enacted; and

B. If any section of this Title, or its application to any person or entity or circumstance, is held invalid, the remainder of the Title, or the application of the provision to other persons or entities or circumstances, shall not be affected and shall remain in full force and effect.

Chapter 7.35 Tribal Sovereign Immunity and Jurisdiction Preserved

Section 7.35.01 Tribal Sovereign Immunity and Jurisdiction Preserved

Nothing in this Title shall be construed as a waiver of the sovereign immunity of the Tribe, the Tribal Council, or of any Commission, committee, or corporation acting under the authority of the Tribe or the Tribal Council. Nothing in this Title shall be construed as a grant of jurisdiction to the United States or to a State or local government.