



June 27, 2022

VIA E-MAIL

Eric White, Chairman  
Stillaguamish Tribe of Indians  
P.O. Box 277  
3322 236<sup>th</sup> St. NE  
Arlington, WA 98223

Re: Gaming Code Amendment

Dear Chairman White:

This letter responds to your request for the National Indian Gaming Commission Chairman to review and approve the Stillaguamish Gaming Code. On April 7, 2022, the Stillaguamish Tribe of Indians Board of Directors approved Resolution 2022/057, adopting the Revised Second Amendment to the Gaming Code.

Thank you for bringing the amendment to our attention and for providing us with a copy. The Gaming Code is approved as it is consistent with the Indian Gaming Regulatory Act and NIGC regulations.

If you have any questions, please contact Senior Attorney Esther Dittler at 202-853-7511.

Sincerely,

A handwritten signature in blue ink that reads "E. Sequoyah Simermeyer".

E. Sequoyah Simermeyer  
Chairman

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# Stillaguamish Tribe of Indians

PO Box 277 · 3322 236<sup>th</sup> St. NE  
Arlington, WA 98223

## BOARD OF DIRECTORS

### Resolution 2022/057

#### APPROVING AND ADOPTING THE REVISED SECOND AMENDMENT TO THE STILLAGUAMISH TRIBE OF INDIAN'S GAMING CODE

\*\*\*\*\*

**WHEREAS**, the Stillaguamish Tribe of Indians is a party to the Treaty of Point Elliott of January 22, 1855, 12 Stat. 927; and is a sovereign, Federally Recognized tribe, which the U.S. Government acknowledged on October 27, 1976; and

**WHEREAS**, the Stillaguamish Tribe of Indians Board of Directors is the duly constituted Governing Body of the Stillaguamish Tribe of Indians, in accordance with Articles III, IV and V of the Stillaguamish Constitution (the “**Board**”); and

**WHEREAS**, the Board, acting in the best interest of their people is embarked on a course of self-determination; and

**WHEREAS**, the authority to protect the Tribe as a sovereign political entity is vested in the Board under Article III and Article V, Sec. 1 of the Constitution, which Board has enumerated authority under Article V, Sec. 1 (a) to enact a comprehensive law and order code which provides for Tribal, civil and criminal jurisdiction; under Article V, Sec 1 (b) to administer the affairs and assets of the Tribe, including Tribal lands and funds; and under Article V, Sec. 1(h), to exercise other necessary powers to fulfill the Board’s obligations, responsibilities and purposes as the governing body of the Tribe; and

**WHEREAS**, on June 15, 2017, the Board approved and adopted *Resolution No. 2017/090: Approving and Adopting the Stillaguamish Tribe of Indians Gaming Code*; and

**WHEREAS**, on September 7, 2017, the Board approved and adopted *Resolution No. 2017/136: Approving and Adopting an Amendment to the Stillaguamish Tribe of Indians Gaming Code*, which was the first amendment; and

**WHEREAS**, on March 10, 2022, the Board approved and adopted *Resolution No. 2022/044: Approving and Adopting the Second Amendment to the Stillaguamish Tribe of Indians Gaming Code*, which is the second amendment; and

**WHEREAS**, the Board, acting in the best interests of the Tribe, to protect and preserve the political integrity, economic security and health and welfare of the Tribe, now wishes to approve and adopt the revised second amendment to the Stillaguamish Tribe of Indians Gaming Code, (“Revised Second Amendment”) which is attached hereto and incorporated by reference; and

**WHEREAS**, the Board wishes to adopt the Revised Second Amendment to adopt the requested changes from the NIGC; now


**THEREFORE BE IT RESOLVED** that the Board hereby approves and adopts the Revised Second Amendment to the Gaming Code, and does hereby repeal all prior codes covering the same topics.

**BE IT FURTHER RESOLVED** that this Resolution and Code shall take effect and be in full force immediately upon the date of adoption of this Resolution.

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Chairman, or in his absence the Vice-Chairperson or Secretary to take all steps necessary to carry this Resolution into effect.

#### CERTIFICATION

As Chairman and Secretary of the Stillaguamish Tribe Board of Directors, we hereby certify that the above resolution was duly adopted at a meeting of the Stillaguamish Tribe Board of Directors held on the 7<sup>th</sup> day of April, 2022 at which time a quorum was present and a vote of 5 for 0 oppose and 0 abstain was cast.

  
\_\_\_\_\_  
ERIC WHITE, Chairman

  
\_\_\_\_\_  
KADI BIZYAYEVA, Secretary

**STILLAGUAMISH TRIBE OF INDIANS**

**GAMING CODE**

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## CHAPTER 1 - GENERAL PROVISIONS

### SECTION 1. Scope

The Stillaguamish Tribe of Indians, a federally recognized Indian Tribe (“Tribe”), hereby enacts this ordinance to govern Gaming Activities on Tribal Lands. This ordinance is called the Tribal Gaming Code (the “Code” or “Gaming Code”). This Gaming Code and any regulations promulgated under this Code constitute the entire Gaming regulations for the Tribe. Unless specifically stated otherwise, this Code applies to only Class II and Class III Gaming on the Tribe’s Lands.

### SECTION 2. Purpose and Construction

The Tribal Board of Directors, pursuant to its authority under Article V of the Constitution of the Stillaguamish Tribe of Indians, hereby enacts this Gaming Code to establish the terms for Gaming on Tribal Lands for Tribal governmental and charitable purposes, and to develop and operate such Gaming consistent with the findings herein and in conformity with the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.* (“IGRA”) and regulations promulgated under this Code, as well as other applicable laws.

(A) The Tribe finds that:

1. Gaming on its Tribal Lands is a valuable means of generating revenues needed for economic development; to promote Tribal self-sufficiency, employment, job training, and a strong Tribal government; and to fund and ensure essential social programs and services;
2. The Tribe desires to conduct certain forms of Gaming to provide needed revenues to the Tribe, and to regulate and control such Gaming in a manner that protects the environment, the Tribe’s reservation, the health, security and general welfare of the Tribe, the players, and the community; and,
3. The Tribe desires to own all Gaming on Tribal Lands, and to manage and regulate such Gaming in a manner that will adequately address such special interests and needs of the Tribe.

### SECTION 3. Definitions

Unless specified otherwise, terms used herein have the same meaning as in IGRA, including but not limited to references to “Net Revenues”, “Class I”, “Class II”, and “Class III” Gaming, except for references to “Commissioners”, “Commission”, or “Gaming Commission”, which mean the Tribal Gaming Commission or its Commissioners and the Commission’s Tribal Gaming Agency staff, established and described herein.

(A) “**Applicant**” means an individual or entity that applies for a Tribal Gaming license and/or certification/registration, pursuant to the Compact.

- (B) “**Board of Directors**” means the governing body of the Tribe pursuant to Article IV of the Tribe’s Constitution.
- (C) “**Business Day**” means each day other than Saturday, Sunday, and any other day on which commercial banks in the State are not open for business.
- (D) “**Calendar Day**” means a day that consists of a 24-hour period and runs consecutively with the calendar to include Saturdays and Sundays.
- (E) “**Class I Gaming**” means social games played solely for prizes of minimal value; or, traditional forms of Indian Gaming when played by individuals in connection with Tribal ceremonies or celebrations.
- (F) “**Class II Gaming**” means:
1. the game of chance commonly known as bingo (whether or not electronic, computer, or other technologic aids are used) when players:
    - (a) play for prizes, including monetary prizes, with cards bearing numbers or other designations;
    - (b) cover numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and
    - (c) win the game by being the first person to cover a designated pattern on such cards.
  2. Pull tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo, but only if played in the same location as bingo and lotto;
  3. Non-banking card games that:
    - (a) are explicitly authorized by State law, or are not explicitly prohibited by State law, and are played legally at any location within the State, and
    - (b) Players play in conformity with those State laws and regulations (if any) regarding periods of operation of such card games and limitations on wagers or pot prizes in such card games.
  4. The Term “**Class II Gaming**” does not include any banking card games, including baccarat, chem de fer, blackjack (21), and pai gow; or electronic or electromechanical facsimiles of any game of chance or slot machines of any kind.
- (G) “**Class III Gaming**” means all forms of Gaming that are not Class I Gaming or Class II Gaming and are defined in 25 U.S.C. § 2703(8) and by regulations and formal rulings of the NIGC and are authorized under the Compact as Class III games.

- (H) “**Closely Associated Independent Contractor**” means any contractor that shares common ownership, officers, or directors with any management Principal or Person related thereto.
- (I) “**Commission**” or “**Gaming Commission**” means the Tribal Gaming Commission.
- (J) “**Commission Regulations**” means the Commission rules and regulations that set forth the processes and procedures in connection with, but not limited to, the Commission’s regulatory responsibilities duly enacted pursuant to this Code.
- (K) “**Commissioner**” means a Tribal Gaming Commissioner.
- (L) “**Compact**” or “**Gaming Compact**” means the Class III Gaming Tribal-State Compact adopted through an agreement between the State and the Tribe to govern the conduct of Class III Gaming Activities on Tribal Lands and approved by the Secretary of the Interior and published in the Federal Register pursuant to 25 U.S.C. § 2710(d), as amended.
- (M) “**Directly Related To**” means a spouse, child, parent, grandparent, grandchild, aunt, uncle, or first cousin.
- (N) “**Director**” means the Director of the Tribal Gaming Agency.
- (O) “**Gaming**” 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.
- (P) “**Gaming Activity**” or “**Gaming Activities**” means any Class II or Class III Gaming Activity conducted by or under the jurisdiction of the Tribe and permitted by IGRA and the Compact.
- (Q) “**Gaming Contractor**” means any Person that supplies, vends, leases, or otherwise purveys Gaming Devices or other Gaming equipment, personnel, or Gaming Services (including Gaming management or consulting services) to any Gaming Operation.
- (R) “**Gaming Device**” means any device or mechanism, the operation of which a right to money, credits, deposits, or other things of value may be created, in return for a consideration, as a result of the operation of an element of chance and any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration.



- (S) **“Gaming Employee”** means any individual employed in the operation or management of the Gaming Operation or Gaming Facility, whether employed by or contracted by the Tribe or by or to any Person or enterprise providing Gaming Operation or management services to the Tribe, including but not limited to, Gaming Operations managers and assistant managers, accounting personnel, security personnel, cashiers, dealers or croupiers, box Person, floor Person, pit bosses, shift bosses, cage personnel, collection personnel, Gaming consultants, pari-mutuel clerks, management companies and their Principals, and any Person whose employment duties require or authorize access to areas of the Gaming Facility related to Gaming which are not otherwise open to the public, or to areas designated by the Tribal and State Gaming Agencies.
- (T) **“Gaming Facility”** or **“Gaming Facilities”** means the building(s) in which Gaming Activities are conducted as authorized by IGRA or the Compact.
- (U) **“Gaming Operation”** means each economic entity that is licensed by the Tribe, operates the games, receives the revenue, issues the prizes, and 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 entity.
- (V) **“Gaming Services”** means the providing of any goods or services to the Tribe, whether on or off site, directly or indirectly and in connection with the operation of Class II and Class III Gaming in the Gaming Facility, including equipment, maintenance, or security services for the Gaming Facility. Gaming Services do not include professional legal and accounting services.
- (W) **“Gross Revenues”** means all Gaming and non-Gaming revenues received from the lawful Gaming Operation.
- (X) **“Indian Gaming Regulatory Act”** or **“IGRA”** means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. 2710, *et seq.* (1988), as amended.
- (Y) **“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; any other person whose total cash compensation is in excess of \$50,000 per year; the four most highly compensated persons in the Gaming Operation; and any other positions or persons included in the definition of “Key Employee” by Commission regulation.
- (Z) **“Management Contract”** means any contract for the management of a Class II or Class III Gaming Operation within the meaning of IGRA and any contract entered between the Tribe and a Management Contractor, which authorizes a Management Contractor to manage any Gaming Operation or Gaming Facility, including any contract defined as a Management Contract under IGRA by the NIGC.

(AA) “**Management Contractor**” means any Person who is entered into a Class II or Class III Management Contract, including any Person who is regarded as a Management Contractor within the meaning of IGRA or the NIGC.

(BB) “**National Indian Gaming Commission**” or “**NIGC**” means the Commission established under IGRA.

(CC) “**Net Revenue**” means gross Gaming revenues of the Gaming Operation less:

1. Amounts paid out as, or for, prizes; and,
2. Total Gaming related operating expenses, including all those expenses of the Gaming Operation commonly known as operating expenses and non-operating expenses consistent with professional accounting pronouncements, excluding management fees.

(DD) “**Patron**” means any Person who participates as a player in Gaming, or who is physically present on the premises.

(EE) “**Person(s)**” means any natural person or entity, including but not limited to corporations, partnerships and trusts, and/or any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, political entity, and any owner, director, officer, or Gaming Employee of any such entity or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, the Tribal government, any Tribal government entity, or any of the above listed forms of business entities that are wholly owned or operated by the Tribe; provided, however, that the term does not include the Federal Government and any agency thereof.

(FF) “**Primary Management Official**” means (a) the Person who has management responsibility for a Management Contract; (b) any Person who has authority to hire and fire employees or to set up working policy for the Gaming Operation; (c) any Gaming Operation chief financial officer or other Person who has financial management responsibility; or (d) any other positions or Persons included in the definition of “Primary Management Official” by Commission or NIGC regulation.

(GG) “**Principal**” means with respect to an entity: (a) each of its officers and directors; (b) each of its Primary Management Employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (c) each of its owners or partners, if an incorporated business; (d) each of its shareholders who own more than ten percent (10%) of the shares of the corporation, if a corporation; and (e) each Person other than a banking institution who has provided financing for the Gaming Operation constituting more than ten percent (10%) of the start-up capital or operating capital over a twelve month period, or a combination thereof. For the purposes of this definition, if there is any commonality of the characteristics identified in (a) through, (b) above, or (c) between any two or more entities, those entities are deemed a single entity.

(HH) “**State**” means the State of Washington.

(II) “**State Gaming Agency**” or “**SGA**” means the Person, agency, board, or Commission, or official which the State has duly authorized to fulfill the functions assigned to it under an applicable Compact.

(JJ) “**Tribal**” means the Tribe.

(KK) “**Tribal Chairperson**” means the Person duly elected or selected under the Tribe’s organic documents, customs, or traditions to serve as the primary spokesperson for the Tribe.

(LL) “**Tribal Court**” means any court established by the Tribe to hear disputes.

(MM) “**Tribal Gaming Agency**” or “**TGA**” means the Tribal employees under the direction of the Commission and TGA Director assigned to carry out the daily gaming regulatory functions of the Tribe.

(NN) “**Tribal Gaming Agent**” means a duly authorized Commission officer or employee. No employee of the Gaming Enterprise or member of the Board of Directors of the Tribe may be a Tribal Gaming Agent.

(OO) “**Tribal Lands**” means those lands on which the Tribe is authorized under IGRA to conduct Gaming.

(PP) “**Tribal Member**” means any duly enrolled Tribal Member.

(QQ) “**Washington State Gambling Commission**” or “**WSGC**” means the Person, agency, board, Commission, or official duly authorized by the State to fulfill the functions assigned to it under an applicable Compact.

#### **SECTION 4. Ownership of Gaming.**

The Tribe has the sole proprietary interest in and responsibility for the conduct of any Gaming Operation authorized by this Gaming Code, except to the extent the Tribe may contract with and license a Person to operate or manage the Gaming Operation pursuant to IGRA or as otherwise permitted by law.

### **CHAPTER 2 - GAMING COMMISSION**

#### **SECTION 1. Establishment of Gaming Commission**

The Tribe hereby establishes the Commission to perform gaming regulatory oversight; to monitor compliance with all Class II and Class III Gaming on Tribal property; and to maintain compliance with all Tribal, Federal, and applicable State gaming regulations pursuant to this Code. As such, the Commission acts under the authority of the Tribe, yet functions independently of the Tribe. The Commission is governed by the Gaming Commissioners, who will be three (3) Tribal Members, all of whom shall be appointed by the Board of Directors. The

Gaming Commissioners must meet the qualifications established under this Gaming Code, IGRA, and the Compact. The Gaming Commissioners shall appoint a TGA Director who shall have the day-to-day responsibilities of the oversight and administration of the Commission and TGA pursuant to this Code. The Gaming Commissioners may authorize and delegate to the Director such duties, responsibilities, and matters related to the Commission and TGA as the Commission deems necessary and appropriate consistent with the powers and duties set forth herein.

## **SECTION 2. Appointment of Commission**

The Board of Directors shall appoint Commissioners for Terms pursuant to this Chapter. The Board of Directors shall make such appointments in advance of the expiration of any term of a Commissioner and as vacancies arise on the Commission during the course of any term.

- (A) Sixty (60) days prior to the expiration of a term of any Commissioner and in the event of a vacancy on the Commission, the Board of Directors shall publish a written announcement of the opportunity to serve on the Commission at the Tribe's administration building. The written announcement must include a description of the qualifications that individual candidates must possess to serve on the Commission, the application requirements that a Tribal Member seeking a position as a Commissioner must satisfy, and the deadline for submitting the application. Tribal Members seeking a position as a Commissioner must submit a written application to the Board of Directors. The Board of Directors shall schedule a meeting for the purpose of selecting the Person(s) to serve on the Commission and shall publish notice of such meeting at least ten (10) Business Days prior to such meeting.
- (B) Applicants for the Commission may appear before the Board of Directors meeting scheduled for the purpose of selecting the Person(s) to serve on the Commission. Each Applicant that appears at such meeting shall be given the opportunity to state their qualifications for the position for which they applied. Following any presentations by the Applicants, the Board of Directors shall convene in an executive session to select, by majority vote, the Tribal Member to serve on the Commission. An Applicant appointed by the Board of Directors to fill a vacant position on the Commission arising mid-term shall serve the remainder of that term and will be eligible for reappointment by the Board upon the expiration of that term.
- (C) At the request of the Commissioner and at the sole discretion of the Board of Directors by a majority vote, the Board of Directors may reappoint an existing Gaming Commissioner to continue their duties into a subsequent term of appointment as Commissioner without conducting the reappointment process pursuant to Section 2(A) and (B) of this Chapter.

## **SECTION 3. Disqualification for Office**

The following Persons may not serve as Commissioners:

- (A) Persons employed as Primary Management Officials, Key Employees, Gaming Employees; or Persons Related To Primary Management Officials, Key Employees,

Gaming Employees; or Persons otherwise connected with the management, supervision, or conduct of any Gaming Activity on Tribal Lands;

- (B) Persons related to any Gaming Contractor or Management Contractor (including any Principal thereof or Closely Associated Independent Contractor);
- (C) Persons who would not be eligible to be officers of the Tribe pursuant to the Tribe's Constitution;
- (D) Unless specifically provided herein, members of the Board of Directors are not eligible to serve on the Commission during their term on such Boards.
- (E) Persons who have been convicted or pled guilty to any criminal conduct which would preclude them from receiving a Class A license under this Code.

#### **SECTION 4. Terms of Office**

The Commissioners shall serve for three (3) year staggered terms calculated on a Calendar Year (January 1 through December 31) basis ("Terms"). Commissioners may serve for more than one (1) Term.

#### **SECTION 5. Removal from Office**

Commissioners may only be removed from office before the expiration of their terms by the Board of Directors for neglect of duty, malfeasance, or other good cause shown. The procedure for removing a Commissioner shall be the same as for removing an officer of the Tribe and shall be afforded due process as per the Tribal Constitution, Article IV, Section 5 (2).

#### **SECTION 6. Officers and Officer Duties**

At its first regularly scheduled meeting in January during executive session, the Commission shall select, by majority vote, a Chairperson, Vice-Chairperson, and Secretary. The Chairperson shall preside over Commission meetings and the Vice-Chairperson shall preside in absence of the Chairperson. The Secretary or assigned designee shall record in writing all Commission meeting minutes and Commission official actions.

#### **SECTION 7. Commission Meetings**

- (A) Quorum. Two (2) members of the Commission constitutes a quorum.
- (B) Voting. All Commission actions shall be taken by majority vote. The Commission Chairperson may vote on any issue.
- (C) Meetings. The Commission shall hold meetings twice each month, on the second (2nd) Monday and fourth (4th) Monday of each month at a time and location decided upon by the Commission ("Scheduled Meetings"). Tribal Members may attend Scheduled Meetings. The Commission may change Scheduled Meetings at any time with notice of such change posted prominently at least (5) Business Days in advance at the Tribe's

administration building. Additional meetings will be held as called by the Chairperson or by at least two (2) other Commissioners. Notice of meetings shall be given in writing to each Commissioner, served by email, first class mail, or personal delivery at least three (3) Business Days prior to such meeting; however, meetings may be called at any time, by any means, with unanimous consent of the Commissioners.

1. Meetings on Commission Regulations. All Commission discussions, deliberations, final actions, and votes taken regarding Commission Regulations must be conducted during Scheduled Meetings and open to any Tribal Member and Gaming Employee whose attendance is necessary as determined by the Commission.
2. Meetings on License Applications and Investigations. All Commission discussions, deliberations, and votes taken regarding specific license applications and related background investigations, or any other investigations, and any other matter the Commission deems must be kept confidential to preserve the integrity of the Gaming Operation or Tribe or to protect the privacy of the Applicant, must be held in executive session.

#### **SECTION 8. Compensation for Serving**

Fringe Benefits; Reimbursement of Expenses. Commissioners may be compensated for serving on the Commission at rates set by the Board of Directors through the annual budget process pursuant to Chapter 2, Section 14. The base level of compensation must be identical for all Commissioners. Step increases in compensation may be allowed based on the length of service and at the discretion of the Board of Directors pursuant to the annual budget of the Commission. Commissioners may be entitled, at the discretion of the Board of Directors, to receive benefits that are available to other Tribal employees. Commissioners will be reimbursed for expenses incurred in connection with the performance of their Commission duties.

#### **SECTION 9. Regulatory Responsibilities and Establishment of Regulations**

Regulatory Responsibilities; Establishment of Commission Regulations. Unless defined as Class II or Class III Gaming as defined in this Gaming Code, Class I Gaming is not under the purview of the Commission. The Commission and TGA are Tribal regulatory entities and shall have the primary responsibility to carry out the Tribe's regulatory responsibilities for the on-site regulation and safeguarding of the Gaming Activities conducted at the Gaming Operation as authorized by IGRA, this Gaming Code, and Compact. TGA's role is Gaming regulation and TGA shall not have the authority to engage in operational management or personnel matters. The Commission and TGA in the course of their regulatory duties shall not be involved in the management decisions of the Gaming Operation, provided that such decisions do not violate rules and regulations established by IGRA, this Gaming Code, Commission Regulations, or Compact. To carry out its responsibilities in an orderly manner that functions cohesively with the Gaming Operation, promotes due process and fairness, ensures the sound operation of the Gaming Operation, protects the integrity of the Gaming Activities and reputation of the Tribe, and protects the reputation of the Gaming Operation for honesty and fairness, the Commission shall promulgate Commission Regulations that set forth the processes and procedures to be

followed by the Commission and TGA in connection with, but not limited to, the following regulatory duties, responsibilities, and actions:

- (A) A regulatory system for overseeing Gaming Activities, including establishing accounting and contracting guidelines and establishing guidelines and procedures to obtain, access, and inspect records and data of the Gaming Facility and Patrons.
- (B) The conduct of inspections, investigations, hearings, enforcement actions, and other powers of the Commission authorized by this Gaming Code, Compact, and IGRA.
- (C) The findings of any hearings, enforcement actions, reports, or other information required by or necessary to implement this Gaming Code, Compact, or IGRA.
- (D) Interpretation and application of this Gaming Code, the Compact, and IGRA, as may be necessary to enforce the Commission's duties and exercise its powers.
- (E) The Commission shall establish its Commission Regulations in writing. The Commission shall post proposed Commission Regulations at the Tribe's administration building. The Commission shall allow comment on proposed regulations at the scheduled meeting during which it considers the adoption of any proposed Commission Regulation.
- (F) Upon adoption by the Commission of any Commission Regulations, such Commission Regulation must be accessible to all Tribal Members, Primary Management Officials, Key Employees, and Gaming Employees of the Gaming Operation.

#### **SECTION 10. Powers and Duties**

The Commission has the power, duty, and primary responsibility to carry out the Tribe's Gaming regulatory responsibilities under applicable Federal Law, Tribal Law, and Compact; to enforce those requirements; and to protect the integrity of the Gaming Activities and the reputation of the Tribe and Gaming Operation for honesty, fairness, and confidence of Patrons, under provisions to include the following:

- (A) Inspect, examine, and monitor Gaming Activities and Gaming Operations, including the authority to obtain access to and inspect, examine, photocopy, and audit all papers, books, and records respecting such.
- (B) Investigate any suspicion of wrongdoing or violations in connection with any Gaming Activities, and require correction of violations as the Commission deems necessary, including issuing notices of violation, establishing and imposing fines, or other sanctions against licensees or other Persons who interfere with or violate the Tribe's Gaming regulatory requirements under the Commissions Regulations, applicable Federal Law, Tribal Law, or Compact.
- (C) Conduct, or cause to be conducted, such investigations in connection with any Gaming Activity as may be necessary to determine compliance with law, including this Gaming

Code, or with any contracts, agreements, goods, services, events, incidents, or other matters related to Gaming Activities.

- (D) Conduct, or cause to be conducted, background investigations regarding any Person in any way connected with any Gaming Activities and issue licenses to, at minimum, all Key Employees and Primary Management Officials according to requirements at least as stringent as those in 25 C.F.R. parts 556 and 558 and the Compact, as well as any Persons, employees, investors, contractors, or others required to be licensed under standards established by this Gaming Code, Commission Regulations, IGRA, or Compact.
- (E) Hold such hearings, sit and act at such times and places, summon Persons on Tribal Lands to attend and testify at such hearings, take such testimony, and receive such evidence as the Commission deems relevant in fulfilling its duties. Consistent with “Due Process” Chapter 2, Section 13 below, all hearings must be conducted and testimony and evidence received in a manner that promotes due process and fairness for all parties involved, and preserves the reputation of the Tribe and Commission for fairness and due process of law. Decisions rendered by the Commission are final and are not subject to further appeal.
- (F) Administer oaths or affirmations to witnesses appearing before the Commission.
- (G) Implement and administer a system for investigating, licensing, monitoring, reviewing, and renewing licenses for the Gaming Facility, Gaming Employees, Gaming Contractors and Persons, vendors, suppliers, investors, and others connected with Gaming Activities, as described below, including the issuance of licenses to Gaming Facilities, individuals, and entities as required under this Gaming Code, Commission Regulations, IGRA, or Compact;
- (H) Hear Patron disputes against the Gaming Operation, in accordance with the procedures established in this Gaming Code, Commission Regulations, or Compact.
- (I) Hire such staff and support services as deemed necessary, subject to a budget approved by the Board of Directors pursuant to Chapter 2, Section 14 of this Code.
- (J) To arrange for training of Commissioners and the TGA staff in areas related to the regulation or operation of Gaming.
- (K) To the extent required, comply with any reporting requirements established under this Gaming Code, a Compact to which the Tribe is a party, or other applicable law, including IGRA and Commission Regulations.
- (L) Establish and impose license fees, sanctions, fines, and conditions, and renew licenses; deny, suspend, or revoke licenses; and issue temporary or conditional licenses as appropriate under the provisions of this Gaming Code, IGRA, or Compact.
- (M) Investigate and report violations and compliance failures as required under this Gaming Code, IGRA, or Compact.



- (N) Investigate and ensure compliance with any requirements for Tribal ownership, management, and control of the Gaming Facility and Gaming Operation as set forth in applicable Tribal Law, Federal Law, or Compact.
- (O) Investigate and ensure compliance with age restrictions for Patrons including provisions prohibiting minors in the Gaming Facility.
- (P) Issue identification cards or badges to those Persons required to be licensed and require such cards or badges to be worn at all times while in the Gaming Facility.
- (Q) Review and monitor Gaming Operations on Tribal Lands, issue certifications/registrations, and ensure Gaming Operation compliance with any inspection and licensing requirements under applicable Federal Law, Tribal Law, and Compact.
- (R) Carry out any requirements under applicable Tribal Law, Federal Law, or Compact to protect the health and safety of Gaming Operation Patrons, guests, Gaming Employees, and vendors including requirements that Gaming Facilities meet building and safety codes duly adopted by the Tribe.
- (S) Adhere to the annual budget as approved by the Board of Directors, and follow applicable Tribal regulations and policies for additional monetary proposals to enable the Tribe to better carry forth the intent of this Gaming Code.
- (T) Carry out such other duties with respect to Gaming Activities on Tribal Lands pursuant to this Gaming Code, Commission Regulations, IGRA, and Compact.

#### **SECTION 11. Annual Reports**

On or before November 15 of each year, the Commission and/or the TGA Director shall provide to the Board of Directors an annual report summarizing its activities during the prior twelve (12) month period ending on September 30, and accounting for revenues, receipts, and disbursements. The Board of Directors shall cause copies of the annual report to be made available to the Tribal Membership within thirty (30) days after receipt.

#### **SECTION 12. Tribal Gaming Commission Agents**

The Commission will employ Tribal Gaming Agents who shall report to and be under the supervision of the Commission and TGA Director. No employee of the Gaming Operation or member of the Board of Directors may be a Tribal Gaming Agent. Tribal Gaming Agents shall exercise, on behalf of the Commission and TGA Director, the duties of the Commission as set forth in this Gaming Code. The Tribal Gaming Agents shall be on site at all hours and have unrestricted access to the Gaming Facility during all hours to inspect and examine the Gaming Facility accounts, books, papers, and documents pursuant to this Gaming Code and Commission Regulations. All Gaming Employees of the Gaming Operation shall facilitate such inspection or examinations by giving every reasonable aid to the Commission and to any properly authorized Tribal Gaming Agents.

### **SECTION 13. Due Process**

The Commission shall provide due process to address decisions made by TGA and provide notice and a hearing to utilize its enforcement capabilities in the administration of its powers and duties. The Commission shall adopt policies governing procedures for hearings on appeal specifying how a Person requests an appeal, notice of hearings, record, and issuance of decisions. All decisions of the Commission are final and not subject to further appeal.

### **SECTION 14. Annual Budget**

On or before October 1<sup>st</sup> of each year, the Board of Directors shall approve an annual budget for the Commission to enable the Commission to carry out the policies and intent of this Gaming Code.

## **CHAPTER 3 - GAMING ACTIVITIES AND REVENUES**

### **SECTION 1. Permitted Gaming Activities**

- (A) Unauthorized Gaming Prohibited. All Gaming Activities on Tribal Lands (whether Class I, II, or III) are prohibited except as expressly authorized under this Gaming Code.
- (B) Class I Gaming. A Tribal license is not required for any Class I Gaming Activity or operation provided; however, each Class I Gaming Activity or operation must have written approval from the Board of Directors, and such approval must be on file with the Tribal Secretary, before any such Class I Gaming is conducted.
- (C) Class II and III Gaming. Class II and Class III Gaming on Tribal Lands is hereby authorized, provided the Tribe has the sole proprietary interest in and responsibility for the conduct of any Gaming Operation, or to the extent the Tribe may contract with and license a Person to own, operate, or manage the Gaming Operation pursuant to the provisions of IGRA or as otherwise permitted by law. Nothing herein prohibits the Tribe from engaging any Person to assist the Tribe in managing a Gaming Activity pursuant to a management agreement entered into under the provisions of IGRA. The Gaming Operation shall conduct Class III Gaming in accordance with the Compact or any alternative thereto as provided by IGRA. Furthermore, all individually owned gaming permitted under this Code shall comply with 25 C.F.R. § 522.10 and 25 C.F.R. §522.11, which are incorporated into this Gaming Code.

### **SECTION 2. Gaming Revenues**

- (A) Tribal Property. Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all revenues generated from any Class II or Class III Gaming Activity is the property of the Tribe. Any profits or Net Revenues from Gaming Activities must be deposited into the Tribe's general treasury. Once becoming part of the treasury, such funds shall lose any identity as

Gaming revenues except to the extent necessary to identify them as such to comply with applicable law. No Tribal Member may be deemed to have any interest in such profits or Net Revenues, provided that the Tribe may adopt rules for distributing Gaming proceeds to Tribal Members on a per capita basis provided such plan meets the requirements of IGRA, 25 U.S.C. § 2710 (b)(3). Payments from the general treasury funds to Tribal Members under other Tribal programs, including those related to health, welfare, education, elderly care, and housing, are not “per capita” payments.

(B) Use of Net Revenues. The Tribe shall not use Net Revenues from Gaming Activities for purposes other than:

1. To distribute per capita payments to qualified Tribal Members pursuant to the Tribal Indian Revenue Allocation Plan approved by the Secretary of the Interior under 25 U.S.C. 2710(b)(3);
2. To fund Tribal government operations and programs;
3. To provide for the general welfare of the Tribe and its Tribal Members;
4. To promote Tribal economic development
5. To help fund the permanent fund of the Tribe;
6. To donate to charitable organizations; or,
7. To help fund operations of local government agencies.

### **SECTION 3. Operation of Gaming Establishments**

(A) Gaming Permitted as Licensed. Except to the extent authorized by an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, the Tribe shall conduct Gaming Activities only in Tribally-owned, operated, and licensed Gaming Facilities pursuant to this Gaming Code. The Gaming Operation shall conduct such Gaming Activities in accordance with the terms and conditions of any license issued by the Commission to each Gaming Facility, and each license must be issued to the Gaming Facility prior to any Gaming Activities in the Gaming Facility. The Commission’s license investigation shall include the hours of operation, type and scope of Gaming Activities allowed, permitted uses of the Gaming Facility for other activities; rules of conduct for Gaming Employees and Patrons; regulation of alcoholic beverages, food handling and entertainment; and such other matters as the Commission deems necessary for the conduct of Gaming Activities.

(B) Protection of Environment and Public. Construction and maintenance of any Gaming Facility, and the operation of Gaming therein, shall be conducted in a manner which adequately protects the environment and the public health and safety.

(C) Patron Dispute Resolution. Patrons who have Gaming complaints against the Gaming Operation or Management Contractor or its employees may file a written petition for

relief with the Commission, so long as such petition is submitted within thirty days of the occurrence giving rise to the complaint set forth in the petition. At the sole and exclusive discretion of the Commission, the Patron may present evidence. The Commission shall render a decision in a timely fashion and all such decisions will be final when issued and not subject to further appeal. The liability of the Gaming Operation in any dispute under this section is limited to the amount of the alleged winnings. No complainant is entitled to any other award or remedy, including but not limited to special, punitive, or consequential damages, or damages for any emotional or mental distress.

#### **SECTION 4. Audits**

- (A) Annual Audits. Annual outside auditing by a recognized independent accounting firm shall be conducted on each Gaming Operation and the results made available to the Board of Directors and submitted to the NIGC or other entity required by law.
- (B) Audit Requirements. All contracts for supplies, services, or concessions for a contract amount in excess of, but not limited to \$25,000 annually (except contracts for professional legal or accounting services) relating to Class II or Class III Gaming on Tribal Lands are subject to and included in the annual independent audits.

### **CHAPTER 4 - LICENSING**

#### **SECTION 1. Licensing Required**

It is the Tribe's policy that all Gaming Activities be licensed and controlled to protect the morals, good order, and welfare of Tribal Members 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 Class II or Class III Gaming Activities on Tribal Lands without an appropriate and valid independent Class II or Class III license that meets the standards set forth in this Gaming Code, Commission Regulations, IGRA, Compact, and which is issued by the Commission through TGA. This licensing requirement does not apply to Patrons. Each Gaming license, or finding of suitability or approval, issued by the Commission, is a privilege subject to suspension or revocation. No license shall be issued that would place the Tribe in violation of an applicable law or Compact.

#### **SECTION 2. Types of Licenses**

Two classes of licenses (Class A and Class B) will be issued to Persons associated with Gaming Activities, and a Gaming Facility license will be issued to any Gaming Facility where Gaming Activities are conducted on Tribal Lands. All licenses must be in compliance with the requirements of this Gaming Code, Commission Regulations, IGRA, and Compact.

- (A) Class A Licenses. Before permitting any Person to become permanently associated with any Gaming Activity as an investor or other Person owning or controlling 10% or more of any interest in any management entity, or any Primary Management Official, Key Employee, Closely Associated Independent Contractor, or other individual or entity with influence over the management or operation of the Gaming Facility, or a

Class II or III Gaming Employee, supplier, manufacturer or distributor, such Person shall obtain a Class A license. The Commission and/or TGA Director, at their sole discretion, shall require Persons employed in any Gaming related position to hold a valid Class A license. The Commission through TGA shall conduct or cause to be conducted a background investigation to determine if such Person has:

1. Any criminal record or any reputation, prior activities, habits, or associations which might pose a threat to the public interest or to the effective regulation of Gaming;
2. Any grounds for denial of State Registration as identified in Section VI.B(1)(d through g) of the Compact; or
3. Anything else in the Person's background that might create or enhance the dangers of unsuitable; unfair; or illegal practices, methods, and activities in the conduct of Gaming.

Notwithstanding the above, the Commission through TGA may immediately issue a license to an Applicant who is NOT a Key Employee or Primary Management Official only if the prospective employee or entity has a current Class III Gaming license or Class III certification issued by the SGA and the SGA certifies that the prospective employee or entity is in good standing and the employee or entity consents to disclosure of their records to the Commission. The Commission through TGA shall notify the NIGC of any license issued under this provision within 30 days in accordance with Section 5(C) of this Chapter below.

- (B) Class B Licenses. Persons who are not among those identified in Section 2(A) of this Chapter, but are employed at a Gaming Facility on Tribal Lands in other Gaming related positions or in non-Gaming Activities, shall be required to obtain a Class B license from the Commission. Such Persons shall establish they have not been convicted of a crime, or engaged in any activity, which the Commission and/or TGA Director, in their sole discretion, deems would render such Person a danger to the safety or integrity of the Gaming Activities or the safety or property of the Tribe, any Tribal Member, Gaming Employee, Patron, or the public.
- (C) Gaming Facility Licenses. The Commission through TGA shall issue a separate license on an annual basis to each place, facility, or location on Tribal Lands where Class II and/or Class III Gaming is conducted as per this code. The Commission shall specify the form, conditions, and content for the issuances of such license. TGA will forward to NIGC information regarding any newly issued Gaming Facility license, any renewed Gaming Facility license, any denied Gaming Facility license, and any expired Gaming Facility license.
- (D) Vendor Licenses. Vendors, suppliers, and other entities doing business with the Gaming Operation shall obtain a license from the Commission under the processes established by Commission Regulations. Vendor Licenses must meet all requirements of Commission Regulations, applicable Tribal and Federal Laws and Regulations, and Compact.

1. Gaming Vendor License. Vendors of goods and services Directly Related To Class II or Class III Gaming and non-exempt Gaming financiers shall meet all Federal, Tribal, and State certification and/or licensing requirements. The Gaming vendor license must be renewed annually. Each manufacturer of Class III Gaming Services shall be licensed by TGA and certified by SGA prior to the sale of any Gaming Services to the Tribe, pursuant to the Compact. The Tribe and Gaming Operation shall not enter into, or continue to make payments pursuant to any contract or agreement that would require licensing if the Gaming vendor has been denied a license or is deemed unsuitable or the license or suitability determination has expired without renewal.
  2. Exemption for Gaming Financiers. Financiers for a Class II or Class III Gaming Operation that are either an agency of the United States or are a federally regulated commercial lending institution that is Federal Deposit Insurance Corporation (FDIC) backed or Persons employed by such are exempt from licensing requirements. All gaming Class III financiers shall meet the requirements as outlined in the Compact.
  3. Exemption for Professional Legal Services. Professional legal services are not subject to this Code's certification and licensing requirements.
  4. Non-Gaming Vendor License. Vendors that are not deemed to be Gaming vendors and who provide only non-Gaming goods and services to the Gaming Operation and do not have the ability to impact the integrity of the Gaming Operation shall be subject to obtaining only a Tribal business license under the Tribal Business Licensing and Taxation Code. These services include, but are not limited to, services such as media advertising, facility maintenance services, linen and laundry services, or food and beverage suppliers.
  5. State Lottery Retailers. All State lottery retailers shall complete a condensed licensing application.
- (E) Conditional Licenses. A conditional license is a license that is issued by the Commission through TGA that allows the employee to be employed by the Gaming Operation and contains, expresses, or is dependent upon defined criteria established by the Commission that must be met for the employee to work or continue working for the Gaming Operation. Regularly scheduled reviews will be conducted by the Commission to monitor and make certain the employee is meeting the conditions as described and outlined for continuation of licensure. A conditional license may be instituted at any time, provided that the issuance complies with any applicable requirements of the Compact and IGRA. When the terms of the conditional license are met, the licensee will be granted the appropriate regular Commission license.

### **SECTION 3. Facility License Applications and Renewals**

- (A) Initial Application. The chief management official of the Gaming Operation shall submit to the Commission (1) the legal description of the lands where the Gaming

Facility is located and a certification that said premises constitute “Indian Lands” as defined in IGRA and (2) a list identifying the environmental, health, and public safety standards with which the Gaming Facility must comply and a certification that the Gaming Facility is in compliance with such standards. The Commission through TGA shall only issue such licenses if the applications include the required information and certifications and if such further conditions set by the Commission have been met.

(B) Renewals of Facility License.

1. Every three (3) years, a full audit of each Gaming Facility license shall be conducted by TGA to identify any changes or additions to the legal description and applicable environmental, health, and safety standards and to document current certifications of compliance with the standards. The Commission through TGA shall only issue such licenses if the required information and certifications and such further conditions set by the Commission have been met.
2. In the interim years, TGA will issue annual Gaming Facility licenses after ensuring that no changes have been made to the Gaming Facility regarding the requirements in Chapter 4, Section 3(A). If changes are identified, TGA shall conduct a full renewal audit as described in Chapter 4, Section 3(B)(1).

**SECTION 4. License Applications**

- (A) Burden on Applicant. The Applicant has the burden of proving an Applicant’s qualification to receive any license under this Code. 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 of the application process.
- (B) 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 may constitute sufficient grounds for denial, suspension, or revocation of a license.
- (C) Release of Information. All Persons applying for a license shall agree to release all information necessary for the Commission to achieve its goals under this Gaming Code, and to furnish such information to the NIGC or such other governmental agency as may be required by law or the Compact.
- (D) Temporary Licenses. Pending completion of an investigation for a license, a temporary license of no more than ninety (90) days duration may be issued by the Commission only in exceptional circumstances if, in their sole discretion, it deems it appropriate to do so. Such licenses shall permit the licensee to engage in such activities and pursuant to such terms and conditions as may be specified by the Commission. Such temporary licenses shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or until an established expiration date, whichever occurs first.

- (E) License Investigations. The Commission through TGA may employ all reasonable means, including engaging outside services and investigators, and convene hearings, to acquire the information necessary to determine whether or not a license should be issued.
- (F) Full Disclosure. Full license disclosure on a prospective employee or vendor application is mandatory. Omissions from any application will be grounds for denial of a license issued by the Commission. The responsibility of full disclosure is that of the prospective employee or vendor. Should the prospective employee or vendor fail to disclose all mandatory pertinent information requested by the Commission or TGA, the prospective employee or vendor will be allowed five (5) working days to provide such information. In the event of out of State document requests, the prospective employee or vendor will be given up to ten (10) working days to provide the requested information to the Commission. Should the prospective employee or vendor fail to submit the requested information within the timelines specified above the license application will be administratively closed.
- (G) Applicant Pre-Qualification Guidelines. Pursuant to applicable NIGC regulations and the Compact, the Commission through TGA shall not license, or continue to license a Gaming Employee, if TGA determines that the Applicant or Gaming Employee:
1. Has been convicted of any offense related to gambling, or any felony (excluding juvenile convictions) relating to fraud, misrepresentation, deception, theft, or physical harm to an Individual within the past ten (10) years;
  2. Has provided materially false statements or information on his or her employment/license application or misstated or otherwise attempted to mislead the Tribe or the State with respect to any material fact contained in the employment/license application;
  3. Is a member or associate of organized crime or is of notorious or unsavory reputation; or
  4. Has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto.
- (H) License Fees. Unless specifically waived in advance by the Commission through TGA, all Persons applying for a Class A or B license shall pay all applicable license fees and costs when due, including a reasonable deposit for costs incurred in obtaining information in connection with the license application. Estimates of licensing costs shall be provided to Applicants within a reasonable period of time after a request is made. Unless otherwise provided for in advance, all fees and costs must be received by TGA prior to issuance of the license. Alternatively, the Commission through TGA may



invoice the Gaming Operation for the total costs incurred from license fees at the end of each calendar month.

(I) Background Investigations. The Commission through TGA may, at any time, request additional information either prior to, during, or subsequent to the initial application or any background investigation. The Commission through TGA shall request from each Primary Management Official, each Key Employee, and all other Class A license Applicants, any information required on the Gaming license application, including but not limited to the following information:

1. Full name, other names used (oral or written), social security number(s), date of birth, place of birth, citizenship, gender, all languages (spoken or written);
2. Currently and for at least the previous ten (10) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s);
3. Names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the Applicant during each period of residence as listed under subsection (I)(2) above;
4. Current business and residence telephone numbers;
5. Description of any existing and previous business relationship with the Gaming industry generally, including ownership interests in those businesses;
6. A description of any existing and previous business relationship with Indian tribes, including ownership interests in those businesses;
7. 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;
8. For each felony for which there is an on-going prosecution or a conviction: the charge, the name and address of the court involved, and the date and disposition, if any, of the case;
9. For each misdemeanor conviction or on-going 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, if any, of the case;
10. For each criminal charge (excluding minor traffic charges), whether or not there is or was a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed above pursuant to subsections (I)(8) or (I)(9) above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;

11. 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;
12. Two (2) forms of current and valid government approved Identification (“ID”) to include one (1) photo ID, but not limited to, a State issued driver’s license, State issued identification card, passport, social security administration ID card, Tribal Membership ID card, birth certificate, merchant marine card, or Federally issued immigration worker ID card;
13. Any other information the Tribe or Commission deems relevant; and
14. Fingerprints consistent with procedures adopted by the Commission according to IGRA, 25 C.F.R. § 522.2(h).

## **SECTION 5. License Determinations**

- (A) Investigation Confidentiality. The Commission through TGA shall conduct or cause to be conducted an investigation sufficient to make a determination of eligibility as required under this Gaming Code. In conducting the background investigation, the Commission and its Agents shall keep confidential the identity of each person interviewed in the course of the investigation.
- (B) Eligibility Determination. The Commission through TGA shall review a Person’s prior activities, financial information, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a Key Employee or Primary Management Official, and all other Class A license Applicants, for granting of a Gaming license. If the Commission through TGA determines that licensing 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 Tribe shall deny that Person a license.
- (C) Forwarding Licensing Applications and Reports to the NIGC.
  1. Prior to issuing a license to a Primary Management Official or Key Employee, and all other Class A license Applicants, the Commission through TGA shall forward to the NIGC, together with a copy of the eligibility determination made under Section 5(B) of this Chapter, the notice of results of the Applicant’s background application, and an investigative report on each background investigation. The eligibility determination, notice of results, and the investigative report on each background investigation shall be forwarded to the NIGC no later than sixty (60) Calendar Days after the Applicant begins work. The Gaming Operation 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) Calendar Days of beginning such work.

The investigative report shall include the following information:

- (a) Steps taken in conducting a background investigation;
- (b) Results obtained;
- (c) Conclusions reached; and
- (d) The basis for those conclusions.

The notice of results of the Applicant's background investigation shall contain:

- (a) Applicant's name, date of birth, and social security number;
  - (b) Date on which Applicant began or will begin work as a Key Employee or Primary Management Official;
  - (c) A summary of the information presented in the investigative report, which shall at a minimum include a list of:
    - (i) Licenses that have been previously denied;
    - (ii) Gaming licenses that have been revoked, even if subsequently reinstated;
    - (iii) Every known criminal charge brought against the Applicant within the last 10 years of the date of application; and
    - (iv) Every felony of which the Applicant has been convicted or any ongoing prosecution.
  - (d) A copy of the eligibility determination made pursuant to Section 5(B) of this Chapter.
2. The TGA shall provide to the NIGC, or other agency as required, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to Key Employees and Primary Management Officials, the Commission through TGA shall retain license applications, eligibility determinations, and reports (if any) of background investigations for inspection by the NIGC for no less than three (3) years from the date of termination of employment.

(D) Granting a Gaming License.

- 1. If, within a thirty (30) day period after the NIGC receives a report as required under Section 5 (C) of this Chapter, the NIGC notifies the Tribe it has "no objection" to the issuance of a license pursuant to the license application filed for a Key Employee or Primary Management Official or Class A license Applicants, for whom the Tribe has provided an application and investigative report, the Commission through TGA may issue the license.

2. The Commission through TGA shall notify the NIGC within thirty (30) days of the issuance of a license.
3. If, within the thirty (30) day period established under subsection (D)(1) of this Chapter, the NIGC provides a statement itemizing objections to issuance of a license to a Key Employee or Primary Management Official or Class A license Applicant for whom the Tribe has provided a notice of results, the TGA shall consider such objections and may deny a license to the Applicant.

(E) Denying a License. TGA shall notify the NIGC and the State Gaming Commission of all Applicants whose license application is denied and shall forward copies of its eligibility determination, notice of results, and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System. If TGA receives from the NIGC a statement itemizing objections to the issuance of a license to a Key Employee or to a Primary Management Official Applicant for whom the Tribe has provided a notice of results, TGA shall immediately suspend the license and provide the licensee with written notice of suspension and proposed revocation. TGA shall notify the licensee of a time and place for a hearing on the proposed revocation of a license. A right to hearing under this section shall vest only if the Applicant received a license granted pursuant to this Gaming Code as approved by the NIGC Chair. After a revocation hearing, the Commission shall decide to revoke or to reinstate the Gaming license. TGA shall notify the NIGC of the Commission's decision within 45 days of receiving notification from the NIGC. No license may be issued if such issuance would place the Tribe in violation of the Compact or other applicable law. All Commission and TGA decisions to deny or revoke the issuance of a Gaming license are final and effective when issued.

## **SECTION 6. Class A, Class B, and Vendor License Renewal**

All Class A and Class B licenses are subject to renewal every three (3) years, and more frequently if so required by the Commission, other applicable law, or the Compact. Gaming Vendor licenses are subject to renewal annually, or every three (3) years, as decided by mutual agreement between the Gaming Vendor and the Commission through TGA. Such licenses may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have disqualified such Person for such a license.

## **SECTION 7. Standards of Conduct**

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

## **SECTION 8. License Suspension**

(A) Suspension and Revocation of Existing License – Licensee No Longer Eligible

1. If, after issuance of a Gaming license, the Commission or TGA receives reliable information from the NIGC or other reliable source indicating that a Key Employee or a Primary Management Official or Class A licensee is not eligible to be licensed under the eligibility criteria established in this Gaming Code, the Commission through TGA shall immediately suspend the license and notify the licensee in writing via certified mail of the license suspension and proposed revocation.
2. The Commission through TGA shall notify the licensee of a time and place for a hearing on the proposed revocation of a license. A right to a revocation hearing under this section vests only if the Applicant received a license granted pursuant to this Gaming Code as approved by the NIGC Chair.
3. After the revocation hearing, the Commission shall determine whether to revoke or to reinstate the Gaming license. For actions taken in response to information provided by the NIGC, the Commission through TGA shall notify the NIGC of its decision within forty-five (45) days from the date the Commission or TGA receives notification from the NIGC that the licensee is not eligible for employment. The Commission through TGA shall notify SGA of any license revoked under this Code. TGA shall notify the Person via certified mail of the Commission's findings.

(B) Gaming License Suspension - Violations

A Gaming licensee's license may also be suspended for violations of the Compact, this Gaming Code, or other applicable laws. Such a Gaming license suspension will be conducted in accordance with policies and procedures adopted by the Commission.

**SECTION 9. Application Forms**

Applicant Advisory Notices. Each application from a Key Employee or a Primary Management Official, as well as for all other Class A and Class B license Applicants unless otherwise specifically exempted by the Commission, shall contain the following notices:

(A) Privacy Act Notice:

*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 granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and the National Indian Gaming Commission (NIGC) members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a Tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigation 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 license you for a Primary Management Official or Key Employee position.*

(B) *Disclosure of Social Security Number Advisement.* The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

(C) *Notice Regarding False Statement.* A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

## **SECTION 10. Retention of Application File.**

The Commission through TGA shall maintain a complete application file containing the information listed under Chapter 4(4)(I)(1) through (14) of this Gaming Code when it employs an Applicant as a Primary Management Official or a Key Employee.

## **CHAPTER 5 - SUPPLEMENTAL PROVISIONS**

### **SECTION 1. Class III Gaming: Tribal-State Compacts**

In addition to the provisions set forth above, the Tribe shall not engage in Class III Gaming on Tribal Lands unless a Gaming Compact is first obtained in accordance with IGRA. All negotiations for such Compacts must be conducted through the Chairperson of the Tribe, with the advice and suggestion of the Commission, and will be finalized only upon the majority vote of the Board of Directors after consideration of the terms of such Gaming Compact. If the Tribe approves a Gaming Compact, the provisions of such Gaming Compact once approved pursuant to IGRA, govern over the provisions of this Code, to the extent the Gaming Compact is inconsistent with this Code.

### **SECTION 2. Interest in Management Contracts by Tribal Officials**

No elected official of the Tribe, including the Commission or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for, any management agreement entered into pursuant to the IGRA, nor shall such elected official serve on the Board of Directors or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of any corporation, or 10% or more of the beneficial interest in any partnership trust, or other entity, in any such corporation, partnership, trust or other entity, having financial interest in, or management responsibility for, such contract.

### **SECTION 3. Service of Process**

The Tribe designates as its agent for the service of receiving any official determination, order, or Notice of Violation, the Chairperson of the Tribe.

### **SECTION 4. Tribal Gaming Corporation**

Nothing in this Gaming Code prevents the Tribe from delegating the authority to conduct Gaming to one or more Tribal Corporations, so long as the Tribal Corporations to which such authority is delegated agree to meet all requirements established under this Gaming Code.

## **SECTION 5. Compliance With the Bank Secrecy Act**

The Gaming Operation shall comply with the Bank Secrecy Act, 31 U.S.C. §5311 *et seq.*

## **SECTION 6. Repeal of Prior Gaming Ordinances: Effective Date**

This Gaming Code and Regulations promulgated hereunder constitute the entire Gaming regulations of the Tribe. All prior Gaming Ordinances and Regulations of the Tribe are repealed, and this Gaming Code will become effective upon its adoption.

## **SECTION 7. Severability**

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

## **SECTION 8. Amendments**

All provisions of this Gaming Code are subject to amendment by the Board of Directors. Regulations promulgated by the Commission under this Gaming Code are subject to amendment by the Commission.

## **SECTION 9. Sovereign Immunity of the Commission**

The Commission is clothed with all the privileges and immunities of the Tribe, including sovereign immunity from suit in any tribal, federal, or state court. Nothing in this code, nor any action of the Commission, shall be deemed a waiver of this sovereign immunity, nor shall anything in this code be construed to be a consent of the Commission to the jurisdiction of the United States or of any state or other tribe.

## **SECTION 10. Sovereign Immunity Preserved**

Nothing in this Gaming Code is intended or shall be construed as a waiver of the sovereign immunity of the Tribe, and no manager, officer, or employee of the Gaming Commission or the Tribe or the Gaming Facility shall be authorized, nor shall they attempt to waive the immunity of the Tribe.