



November 22, 2022

**VIA E-MAIL**

Walter Echo-Hawk, President  
Pawnee Nation of Oklahoma Business Council  
881 Little Dee Drive  
Pawnee, Oklahoma 74058

**Re: Pawnee Nation of Oklahoma Revised Gaming Ordinance**

Dear Mr. Echo-Hawk:

This letter responds to your September 2, 2022 request for the National Indian Gaming Commission Chairman to review and approve the Revised Pawnee Nation of Oklahoma Gaming Ordinance.

The Pawnee Nation of Oklahoma Business Council approved the revisions to the Pawnee Nation Gaming Ordinance on August 23, 2022 pursuant to Statute #22-04 and made technical amendments on October 27, 2022 pursuant to Statute #22-06. These revisions include the authorization of Class I gaming; modifications to the Nation's Gaming Commission including assignment of responsibilities between the Gaming Commission as a body and the Gaming Commission's staff; clarification of the process for enforcement actions; and the distinction between civil and criminal violations.

Thank you for bringing these gaming ordinance amendments to our attention and for providing us with a copy. The ordinance is approved as it is consistent with the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions concerning this letter or the ordinance review process, please contact Staff Attorney Danielle Wu at [danielle.wu@nigc.gov](mailto:danielle.wu@nigc.gov).

Sincerely,

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

E. Sequoyah Simermeyer  
Chairman

Cc: Elizabeth Homer, Special Legal Counsel ([ehomer@homerlaw.com](mailto:ehomer@homerlaw.com))



# Pawnee Nation of Oklahoma

STATUTE #22-06  
OCTOBER 27, 2022

## STATUTE

**Whereas,** The Pawnee Business Council is the supreme governing body of the Pawnee Nation and is authorized to conduct business on behalf of the Pawnee Nation in accordance with Article IV, Sections 1 and 2 of the Pawnee Nation Constitution and By-Laws; and

**Whereas,** the Pawnee Business Council met in virtual special session on October 27, 2022, on Pawnee Nation Microsoft TEAMS, duly authorized, with a quorum present; and

**Whereas,** on that date, the Pawnee Business Council adopted a Revised Gaming Ordinance and authorized its submission to the National Indian Gaming Commission (NIGC) for review and approval of the Chairman of the NIGC as required by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq.; and

**Whereas,** it has been determined that certain technical corrections are needed to conform the ordinance to the terms of the Nation's gaming compact with the State of Oklahoma;

1. Article 1, Section 1.4(30) - eliminate capitalization of the term "Gross Gaming Revenue."
2. Article 15 §§(1) and (2) – replace "48 hours" with ten (10) days.
3. Article 15 § (7) – provide for appeal of Gaming Commission decisions on prize claims to tribal court.

**NOW, THEREFORE BE IT RESOLVED** the Pawnee Business Council does hereby approve the aforesaid technical corrections to the enacted Pawnee Nation Gaming Ordinance.

## CERTIFICATION

I, George Gardipe, Secretary of the Pawnee Business Council, certify that a Special Meeting of the Pawnee Business Council was held on the 27<sup>th</sup> day of October 2022 and that the Pawnee Business Council is composed of eight members, of whom 7 were present, 1 absent, comprising a quorum, and the foregoing resolution was duly adopted by a vote of 6 for, 0 against, 0 abstaining, and 1 not voting.

*Signed this 27<sup>th</sup> day of October 2022*

ATTEST:

George Gardipe, Secretary  
Pawnee Business Council

Walter R. Echo-Hawk, President  
Pawnee Business Council

**TRIBAL GAMING COMPACT**  
**BETWEEN THE**  
**PAWNEE TRIBE OF OKLAHOMA**  
**AND THE**  
**STATE OF OKLAHOMA**

This Compact is made and entered into by and between the Pawnee Tribe of Oklahoma, a federally recognized Indian tribe ("tribe"), and the State of Oklahoma ("state"), with respect to the operation of covered games (as defined herein) on the tribe's Indian lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C., Section 2703(4).

**PART 1**  
**TITLE**

This document shall be referred to as the "Pawnee Tribe of Oklahoma and State of Oklahoma Gaming Compact".

**PART 2**  
**RECITALS**

1. The tribe is a federally recognized tribal government possessing sovereign powers and rights of self-government.
2. The State of Oklahoma is a state of the United States of America possessing the sovereign powers and rights of a state.
3. The state and the tribe maintain a government-to-government relationship, and this Compact will help to foster mutual respect and understanding among Indians and non-Indians.
4. The United States Supreme Court has long recognized the right of an Indian tribe to regulate activity on lands within its jurisdiction.
5. The tribe desires to offer the play of covered games, as defined in paragraphs 5, 10, 11 and 12 of Part 3 of this Compact, as a means of generating revenues for purposes authorized by the Indian Gaming Regulatory Act, 25 U.S.C., Section 2701, et seq., including without limitation the support of tribal governmental programs, such as health care, housing, sewer and water projects, police, corrections, fire, judicial services, highway and bridge construction, general assistance for tribal elders, day care for the children, economic development, educational opportunities and other typical and valuable governmental services and programs for tribal members.

6. The state recognizes that the positive effects of this Compact will extend beyond the tribe's lands to the tribe's neighbors and surrounding communities and will generally benefit all of Oklahoma. These positive effects and benefits may include not only those described in paragraph 5 of this Part, but also may include increased tourism and related economic development activities.

7. The tribe and the state jointly wish to protect their citizens from any criminal involvement in the gaming operations regulated under this Compact.

### **PART 3 DEFINITIONS**

As used in this Compact:

1. "*Ajusted gross revenues*" means the total receipts received from the play of all covered games minus all prize payouts;

2. "*Annual oversight assessment*" means the assessment described in subsection B of Part 11 of this Compact;

3. "*Central computer*" means a computer to which player terminals are linked to allow competition in electronic bonanza-style bingo games;

4. "*Compact*" means this Tribal Gaming Compact between the state and the tribe, entered into pursuant to Sections 21 and 22 of the State-Tribal Gaming Act;

5. "*Covered game*" means the following games conducted in accordance with the standards, as applicable, set forth in Sections 11 through 18 of the State-Tribal Gaming Act: an electronic bonanza-style bingo game, an electronic amusement game, an electronic instant bingo game, nonhouse-banked card games; any other game, if the operation of such game by a tribe would require a compact and if such game has been: (i) approved by the Oklahoma Horse Racing Commission for use by an organization licensee, (ii) approved by state legislation for use by any person or entity, or (iii) approved by amendment of the State-Tribal Gaming Act; and upon election by the tribe by written supplement to this Compact, any Class II game in use by the tribe, provided that no exclusivity payments shall be required for the operation of such Class II game;

6. "*Covered game employee*" means any individual employed by the enterprise or a third party providing management services to the enterprise, whose responsibilities include the rendering of services with respect to the operation, maintenance or management of covered games. The term "covered game employee" includes, but is not limited to, the following: managers and assistant managers; accounting personnel; surveillance and security personnel; cashiers, supervisors, and floor personnel; cage personnel; and any other person whose employment duties require or authorize access to areas of the facility related to the conduct of covered games or the maintenance or storage of covered game components. This shall not include upper level tribal employees or tribe's elected officials so long as such individuals are

not directly involved in the operation, maintenance, or management of covered game components. The enterprise may, at its discretion, include other persons employed at or in connection with the enterprise within the definition of covered game employee;

7. "*Documents*" means books, records, electronic, magnetic and computer media documents and other writings and materials, copies thereof, and information contained therein;

8. "*Effective date*" means the date on which the last of the conditions set forth in subsection A of Part 15 of this Compact have been met;

9. "*Electronic accounting system*" means an electronic system that provides a secure means to receive, store and access data and record critical functions and activities, as set forth in the State-Tribal Gaming Act;

10. "*Electronic amusement game*" means a game that is played in an electronic environment in which a player's performance and opportunity for success can be improved by skill that conforms to the standards set forth in the State-Tribal Gaming Act;

11. "*Electronic bonanza-style bingo game*" means a game played in an electronic environment in which some or all of the numbers or symbols are drawn or electronically determined before the electronic bingo cards for that game are sold that conforms to the standards set forth in the State-Tribal Gaming Act;

12. "*Electronic instant bingo game*" means a game played in an electronic environment in which a player wins if his or her electronic instant bingo card contains a combination of numbers or symbols that was designated in advance of the game as a winning combination. There may be multiple winning combinations in each game and multiple winning cards that conform to the standards set forth in the State-Tribal Gaming Act;

13. "*Enterprise*" means the tribe or the tribal agency or section of tribal management with direct responsibility for the conduct of covered games, the tribal business enterprise that conducts covered games, or a person, corporation or other entity that has entered into a management contract with the tribe to conduct covered games, in accordance with IGRA. The names, addresses and identifying information of any covered game employees shall be forwarded to the SCA at least annually. In any event, the tribe shall have the ultimate responsibility for ensuring that the tribe or enterprise fulfills the responsibilities under this Compact. For purposes of enforcement, the tribe is deemed to have made all promises for the enterprise;

14. "*Facility*" means any building of the tribe in which the covered games authorized by this Compact are conducted by the enterprise, located on Indian lands as defined by IGRA. The tribe shall have the ultimate responsibility for ensuring that a facility conforms to the Compact as required herein;

15. "*Game play credits*" means a method of representing value obtained from the exchange of cash or cash equivalents, or earned as a prize, in connection with electronic gaming. Game play credits may be redeemed for cash or a cash equivalent;

16. "*Player terminals*" means electronic or electromechanical terminals housed in cabinets with input devices and video screens or electromechanical displays on which players play electronic bonanza-style bingo games, electronic instant bingo games or electronic amusement games;

17. "*Independent testing laboratory*" means a laboratory of national reputation that is demonstrably competent and qualified to scientifically test and evaluate devices for compliance with this Compact and to otherwise perform the functions assigned to it in this Compact. An independent testing laboratory shall not be owned or controlled by the tribe, the enterprise, an organization licensee as defined in the State-Tribal Gaming Act, the state, or any manufacturer, supplier or operator of gaming devices. The selection of an independent testing laboratory for any purpose under this Compact shall be made from a list of one or more laboratories mutually agreed upon by the parties; provided that the parties hereby agree that any laboratory upon which the National Indian Gaming Commission has relied for such testing may be utilized for testing required by this Compact;

18. "*IGRA*" means the Indian Gaming Regulatory Act, Pub. L. 100497, Oct. 17, 1988, 102 Stat. 2467, codified at 25 U.S.C., Section 2701 et seq. and 18 U.S.C., Sections 1166 to 1168;

19. "*Nonhouse-banked card games*" means any card game in which the tribe has no interest in the outcome of the game, including games played in tournament formats and games in which the tribe collects a fee from the player for participating, and all bets are placed in a common pool or pot from which all player winnings, prizes and direct costs are paid. As provided herein, administrative fees may be charged by the tribe against any common pool in an amount equal to any fee paid the state; provided that the tribe may seed the pool as it determines necessary from time to time;

20. "*Patron*" means any person who is on the premises of a gaming facility, for the purpose of playing covered games authorized by this Compact;

21. "*Principal*" means, with respect to any entity, its sole proprietor or any partner, trustee, beneficiary or shareholder holding five percent (5%) or more of its beneficial or controlling ownership, either directly or indirectly, or any officer, director, principal management employee, or key employee thereof;

22. "*Rules and regulations*" means the rules and regulations promulgated by the Tribal Compliance Agency for implementation of this Compact;

23. "*Standards*" means the descriptions and specifications of electronic amusement games, electronic bonanza-style bingo games and electronic instant bingo games or components thereof as set forth in Sections 11 through 18 of the State-Tribal Gaming Act as enacted in 2004 or as amended pursuant to paragraph 27 of this Part or subsection D of Part 13 of this Compact, including technical specifications for component parts, requirements for cashless transaction systems, software tools for security and audit purposes, and procedures for operation of such games;

24. “*State*” means the State of Oklahoma;

25. “*State Compliance Agency*” (“SCA”) means the state agency that has the authority to carry out the state's oversight responsibilities under this Compact, which shall be the Office of State Finance or its successor agency. Nothing herein shall supplant the role or duties of the Oklahoma State Bureau of Investigation under state law. The Oklahoma Horse Racing Commission and the Oklahoma Tax Commission shall have no role in regulating or oversight of any gaming conducted by a tribe;

26. “*Tribal Compliance Agency*” (“TCA”) means the tribal governmental agency that has the authority to carry out the tribe's regulatory and oversight responsibilities under this Compact. Unless and until otherwise designated by the tribe, the TCA shall be the Pawnee Tribal Gaming Commission. No covered game employee may be a member or employee of the TCA. The tribe shall have the ultimate responsibility for ensuring that the TCA fulfills its responsibilities under this Compact. The members of the TCA shall be subject to background investigations and licensed to the extent required by any tribal or federal law, and in accordance with subsection B of Part 7 of this Compact. The tribe shall ensure that all TCA officers and agents are qualified for such position and receive ongoing training to obtain and maintain skills that are sufficient to carry out their responsibilities in accordance with industry standards;

27. “*State-Tribal Gaming Act*” means the legislation in which this Model Tribal Gaming Compact is set forth and, at the tribe's option, amendments or successor statutes thereto;

28. “*Tribal law enforcement agency*” means a police or security force established and maintained by the tribe pursuant to the tribe's powers of self-government to carry out law enforcement duties at or in connection with a facility; and

29. “*Tribe*” means the Pawnee Tribe of Oklahoma.

#### **PART 4**

#### **AUTHORIZATION OF COVERED GAMES**

A. The tribe and state agree that the tribe is authorized to operate covered games only in accordance with this Compact. However, nothing in this Compact shall limit the tribe's right to operate any game that is Class II under IGRA and no Class II games shall be subject to the exclusivity payments set forth in Part 11 of this Compact. In the case of electronic bonanza-style bingo games, there have been disagreements between tribes and federal regulators as to whether or not such games are Class II. Without conceding that such games are Class III, the tribe has agreed to compact with the state to operate the specific type of electronic bonanza-style bingo game described in this Compact to remove any legal uncertainty as to the tribe's right to lawfully operate the game. Should the electronic bonanza-style bingo game or the electronic instant bingo game described in this act be determined to be Class II by the NIGC or a federal court, then the tribe shall have the option to operate such games outside of this Compact; provided, any obligations pursuant to subsection F of Part 11 of this Compact shall not be affected thereby.

B. A tribe shall not operate an electronic bonanza-style bingo game, an electronic instant bingo game or an electronic amusement game pursuant to this Compact until such game has been certified by an independent testing laboratory and the TCA as meeting the standards set out in the State-Tribal Gaming Act for electronic bonanza-style bingo games, electronic instant bingo games or electronic amusement games, as applicable, or any standards contained in the Oklahoma Horse Racing Commission rules issued pursuant to subsection B of Section 9 of the State-Tribal Gaming Act that modify the standards for such games that may be conducted by organization licensees. Provided, the tribe may rely on any certification of an electronic bonanza-style bingo game, an electronic instant bingo, or electronic amusement games by the Oklahoma Horse Racing Commission which was obtained by an organization licensee pursuant to the State-Tribal Gaming Act to establish certification compliance under this Compact. The tribe may also rely on any certification of an electronic bonanza-style bingo game, electronic instant bingo or an electronic amusement game by the TCA obtained by another tribe which has entered into the model compact to establish certification compliance under this Compact.

**PART 5**  
**RULES AND REGULATIONS;**  
**MINIMUM REQUIREMENTS FOR OPERATIONS**

A. Regulations. At all times during the Term of this Compact, the tribe shall be responsible for all duties which are assigned to it, the enterprise, the facility, and the TCA under this Compact.

The tribe shall promulgate any rules and regulations necessary to implement this Compact, which at a minimum shall expressly include or incorporate by reference all provisions of Part 5 and the procedural requirements of Part 6 of this Compact. Nothing in this Compact shall be construed to affect the tribe's right to amend its rules and regulations, provided that any such amendment shall be in conformity with this Compact. The SCA may propose additional rules and regulations related to implementation of this Compact to the TCA at any time, and the TCA shall give good faith consideration to such suggestions and shall notify the SCA of its response or action with respect thereto.

B. Compliance; Internal Control Standards. All enterprises and facilities shall comply with, and all covered games approved under the procedures set forth in this Compact shall be operated in accordance with, the requirements set forth in this Compact, including, but not limited to, those set forth in subsections C and D of this Part. In addition, all enterprises and facilities shall comply with tribal internal control standards that provide a level of control that equals or exceeds those set forth in the National Indian Gaming Commission's Minimum Internal Control Standards (25 C.F.R., Part 542).

C. Records. In addition to other records required to be maintained herein, the enterprise or tribe shall maintain the following records related to implementation of this Compact in permanent form and as written or entered, whether manually or by computer, and which shall be maintained by the enterprise and made available for inspection by the SCA for no less than three (3) years from the date generated:



1. A log recording all surveillance activities in the monitoring room of the facility, including, but not limited to, surveillance records kept in the normal course of enterprise operations and in accordance with industry standards; provided, notwithstanding anything to the contrary herein, surveillance records may, at the discretion of the enterprise, be destroyed if no incident has been reported within one (1) year following the date such records were made. Records, as used in this Compact, shall include video tapes and any other storage media;

2. Payout from the conduct of all covered games;

3. Maintenance logs for all covered games and gaming equipment used by the enterprise;

4. Security logs as kept in the normal course of conducting and maintaining security at the facility, which at a minimum shall conform to industry practices for such reports. The security logs shall document any unusual or nonstandard activities, occurrences or events at or related to the facility or in connection with the enterprise. Each incident, without regard to materiality, shall be assigned a sequential number for each such report. At a minimum, the security logs shall consist of the following information, which shall be recorded in a reasonable fashion noting:

a. the assigned number of the incident,

b. the date of the incident,

c. the time of the incident,

d. the location of the incident,

e. the nature of the incident,

f. the identity, including identification information, of any persons involved in the incident and any known witnesses to the incident, and

g. the tribal compliance officer making the report and any other persons contributing to its preparation;

5. Books and records on all covered game activities of the enterprise shall be maintained in accordance with generally accepted accounting principles (GAAP); and

6. All documents generated in accordance with this Compact.

D. Use of Net Revenues. Net revenues that the tribe receives from covered games are to be used for any one or more of those purposes permitted under IGRA:

1. To fund tribal government operations or programs;

2. To provide for the general welfare of the tribe and its members,
3. To promote tribal economic development;
4. To donate to charitable organizations; or
5. To help fund operations of local government agencies.

E. 1. The tribe's rules and regulations shall require the enterprise at a minimum to bar persons based on their prior conduct at the facility or who, because of their criminal history or association with criminal offenders, pose a threat to the integrity of the conduct of covered games.

2. The TCA shall establish a list of the persons barred from the facility.

3. The enterprise shall employ its best efforts to exclude persons on such list from entry into its facility; provided, neither persons who are barred but gain access to the facility, nor any other person, shall have any claim against the state, the tribe or the enterprise or any other person for failing to enforce such bar.

4. Patrons who believe they may be playing covered games on a compulsive basis may request that their names be placed on the list. All covered game employees shall receive training on identifying players who have a problem with compulsive playing and shall be instructed to ask them to leave. Signs and other materials shall be readily available to direct such compulsive players to agencies where they may receive counseling.

F. Audits. 1. Consistent with 25 C.F.R., Section 571.12, Audit Standards, the TCA shall ensure that an annual independent financial audit of the enterprise's conduct of covered games subject to this Compact is secured. The audit shall, at a minimum, examine revenues and expenses in connection with the conduct of covered games in accordance with generally accepted auditing standards and shall include, but not be limited to, those matters necessary to verify the determination of adjusted gross revenues and the basis of the payments made to the state pursuant to Part 11 of this Compact.

2. The auditor selected by the TCA shall be a firm of known and demonstrable experience, expertise and stature in conducting audits of this kind and scope.

3. The audit shall be concluded within five (5) months following the close of each calendar year, provided that extensions may be requested by the tribe and shall not be refused by the state where the circumstances justifying the extension request are beyond the tribe's control.

4. The audit of the conduct of covered games may be conducted as part of or in conjunction with the audit of the enterprise, but if so conducted shall be separately stated for the reporting purposes required herein.

5. The audit shall conform to generally accepted auditing standards. As part of the audit report, the auditor shall certify to the TCA that, in the course of the audit, the auditor discovered no matters within the scope of the audit which were determined or believed to be in violation of any provision of this Compact.

6. The enterprise shall assume all costs in connection with the audit.

7. The audit report for the conduct of covered games shall be submitted to the SCA within thirty (30) days of completion. The auditor's work papers concerning covered games shall be made available to the SCA upon request.

8. Representatives of the SCA may, upon request, meet with the auditors to discuss the work papers, the audit or any matters in connection therewith; provided, such discussions are limited to covered games information and pursue legitimate state covered games interests.

G. Rules for Play of and Prizes for Covered Games. Summaries of the rules for playing covered games and winning prizes shall be visibly displayed in the facility. Complete sets of rules shall be available in pamphlet form in the facility.

H. Supervisory Line of Authority. The enterprise shall provide the TCA and SCA with a chart of the supervisory lines of authority with respect to those directly responsible for the conduct of covered games, and shall promptly notify those agencies of any material changes thereto.

I. Sale of Alcoholic Beverages. The sale and service of alcoholic beverages in a facility shall be in compliance with state, federal and tribal law in regard to the licensing and sale of such beverages.

J. Age Restrictions. No person who would not be eligible to be a patron of a pari-mutuel system of wagering pursuant to the provisions of subsection B of Section 208.4 of Title 3A of the Oklahoma Statutes shall be admitted into any area in a facility where covered games are played, nor be permitted to operate, or obtain a prize from or in connection with the operation of, any covered game, directly or indirectly.

K. Destruction of Documents. Enterprise books, records and other materials documenting the conduct of covered games shall be destroyed only in accordance with rules and regulations adopted by the TCA, which at a minimum shall provide as follows:

1. Material that might be utilized in connection with a potential tort claim pursuant to Part 6 of this Compact, including, but not limited to, incident reports, surveillance records, statements, and the like, shall be maintained at least one (1) year beyond the time which a claim can be made under Part 6 of this Compact or, if a tort claim is made, beyond the final disposition of such claim;

2. Material that might be utilized in connection with a prize claim, including but not limited to incident reports, surveillance records, statements, and the like, shall be

maintained at least one hundred eighty (180) days beyond the time which a claim can be made under Part 6 of this Compact or, if a prize claim is made, beyond the final disposition of such claim; and

3. Notwithstanding anything herein to the contrary, all enterprise books and records with respect to the conduct of covered games or the operation of the enterprise, including, but not limited to, all interim and final financial and audit reports and materials related thereto which have been generated in the ordinary course of business, shall be maintained for the minimum period of three (3) years.

L. Location. The tribe may establish and operate enterprises and facilities that operate covered games only on its Indian lands as defined by IGRA. The tribe shall notify the SCA of the operation of any new facility following the effective date of this Compact. Nothing herein shall be construed as expanding or otherwise altering the term "Indian lands", as that term is defined in the IGRA, nor shall anything herein be construed as altering the federal process governing the tribal acquisition of "Indian lands" for gaming purposes.

M. Records of Covered Games. The TCA shall keep a record of, and shall report at least quarterly to the SCA, the number of covered games in each facility, by the name or type of each and its identifying number.

**PART 6**  
**TORT CLAIMS; PRIZE CLAIMS;**  
**LIMITED CONSENT TO SUIT**

A. Tort Claims. The enterprise shall ensure that patrons of a facility are afforded due process in seeking and receiving just and reasonable compensation for a tort claim for personal injury or property damage against the enterprise arising out of incidents occurring at a facility, hereinafter "tort claim", as follows:

1. During the term of this Compact, the enterprise shall maintain public liability insurance for the express purposes of covering and satisfying tort claims. The insurance shall have liability limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any one person and Two Million Dollars (\$2,000,000.00) for any one occurrence for personal injury, and One Million Dollars (\$1,000,000.00) for any one occurrence for property damage, hereinafter the "limit of liability", or the corresponding limits under the Governmental Tort Claims Act, whichever is greater. No tort claim shall be paid, or be the subject of any award, in excess of the limit of liability;

2. The tribe consents to suit on a limited basis with respect to tort claims subject to the limitations set forth in this subsection and subsection C of this Part. No consents to suit with respect to tort claims, or as to any other claims against the tribe shall be deemed to have been made under this Compact, except as provided in subsections B and C of this Part;

3. The enterprise's insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity in connection with any claim made

within the limit of liability if the claim complies with the limited consent provisions of subsection C of this Part. Copies of all such insurance policies shall be forwarded to the SCA;

4. Any patron having a tort claim shall file a written tort claim notice by delivery to the enterprise or the TCA. The date the tort claim notice is filed with the enterprise or the TCA shall be deemed the official date of filing the tort claim notice. The tort claim notice shall be filed within one (1) year of the date of the event which allegedly caused the claimed loss. Failure to file the tort claim notice during such period of time shall forever bar such tort claim; provided that a tort claim notice filed with the enterprise or the TCA more than ninety (90) days, but within one (1) year, after the event shall be deemed to be timely filed, but any judgment thereon shall be reduced by ten percent (10%).

5. If the tort claim notice is filed with the TCA, the TCA shall forward a copy of the tort claim to the enterprise and the SCA within forty-eight (48) hours of filing, and if the tort claim notice is filed with the enterprise, the enterprise shall forward a copy of the tort claim to the TCA and the SCA within forty-eight (48) hours of filing;

6. The tort claim notice shall state the date, time, place and circumstances of the incident upon which the tort claim is based, the identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident, the amount of compensation and the basis for said relief; the name, address and telephone number of the claimant, and the name, address and telephone number of any representative authorized to act or settle the claim on behalf of the claimant;

7. All tort claim notices shall be signed by the claimant. The rules and regulations may additionally require that the tort claim notices be signed under oath. The rules and regulations may also require that as a condition of prosecuting tort claims, the claimant shall appear to be interviewed or deposed at least once under reasonable circumstances, which shall include the attendance of the claimant's legal counsel if requested; provided that the enterprise shall afford claimant at least thirty (30) days' written notice of the interview or deposition; and provided further that the claimant's failure to appear without cause for any interview or deposition properly noticed pursuant to this paragraph shall be deemed a voluntary withdrawal of the tort claim;

8. The enterprise shall promptly review, investigate, and make a determination regarding the tort claim. Any portion of a tort claim which is unresolved shall be deemed denied if the enterprise fails to notify the claimant in writing of its approval within ninety (90) days of the filing date, unless the parties by written agreement extend the date by which a denial shall be deemed issued if no other action is taken. Each extension shall be for no more than ninety (90) days, but there shall be no limit on the number of written agreements for extensions, provided that no written agreement for extension shall be valid unless signed by the claimant and an authorized representative of the enterprise. The claimant and the enterprise may continue attempts to settle a claim beyond an extended date; provided, settlement negotiations shall not extend the date of denial in the absence of a written agreement for extension as required by this paragraph;

9. A judicial proceeding for any cause arising from a tort claim may be maintained in accordance with and subject to the limitations of subsection C of this Part only if the following requirements have been met:

- a. the claimant has followed all procedures required by this Part, including, without limitation, the delivery of a valid and timely written tort claim notice to the enterprise,
- b. the enterprise has denied the tort claim, and
- c. the claimant has filed the judicial proceeding no later than the one-hundred-eightieth day after denial of the claim by the enterprise; provided, that neither the claimant nor the enterprise may agree to extend the time to commence a judicial proceeding; and

10. Notices explaining the procedure and time limitations with respect to making a tort claim shall be prominently posted in the facility. Such notices shall explain the method and places for making a tort claim, that this procedure is the exclusive method of making a tort claim, and that claims that do not follow these procedures shall be forever barred. The enterprise shall make pamphlets containing the requirements in this subsection readily available to all patrons of the facility and shall provide such pamphlets to a claimant within five (5) days of the filing of a claim.

B. Prize Claims. The enterprise shall ensure that patrons of a facility are afforded due process in seeking and receiving just and reasonable compensation arising from a patron's dispute, in connection with his or her play of any covered game, the amount of any prize which has been awarded, the failure to be awarded a prize, or the right to receive a refund or other compensation, hereafter "prize claim", as follows:

1. The tribe consents to suit on a limited basis with respect to prize claims against the enterprise only as set forth in subsection C of this Part; no consents to suit with respect to prize claims, or as to any other claims against the tribe shall be deemed to have been made under this Compact, except as provided in subsections A and C of this Part;

2. The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he or she was entitled to be awarded, hereafter "prize limit";

3. Any patron having a prize claim shall file a written prize claim notice by delivery to the enterprise or the TCA. The date the prize claim is filed with the enterprise or the TCA shall be deemed the official date of filing the prize claim notice. The prize claim notice shall be filed within ten (10) days of the event which is the basis of the claim. Failure to file the prize claim notice during such period of time shall forever bar such prize claim;

4. If the prize claim notice is filed with the TCA, the TCA shall forward a copy of the prize claim to the enterprise and the SCA within forty-eight (48) hours of its filing; and if the prize claim notice is filed with the enterprise, the enterprise shall forward a copy of the prize claim to the TCA and the SCA within forty-eight (48) hours of filing;

5. The written prize claim notice shall state the date, time, place and circumstances of the incident upon which the prize claim is based, the identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident, the amount demanded and the basis for said amount, the name, address and telephone number of the claimant, and the name, address and telephone number of any representative authorized to act or settle the claim on behalf of the claimant;

6. All notices of prize claims shall be signed by the claimant. The rules and regulations may additionally require that the prize claim notices be signed under oath;

7. The enterprise shall promptly review, investigate and make a determination regarding the prize claim. Claimants shall cooperate in providing information, including personal sworn statements and agreeing to be interviewed, as the enterprise shall reasonably request. The claimant is permitted to have counsel present during any such interview;

8. If the prize claim is not resolved within seventy-two (72) hours from the time of filing the claim in accordance with paragraph 5 of this subsection, the TCA shall immediately notify the SCA in writing that the claim has not been resolved;

9. In the event the claim is resolved, the TCA shall not be obligated to report that fact to the SCA, but shall make TCA reports available for review;

10. Any portion of a prize claim which is unresolved shall be deemed denied if the enterprise fails to notify the claimant in writing of its approval within thirty (30) days of the filing date, unless the parties agree by written agreement to extend the date. Each extension shall be for no more than thirty (30) days, but there shall be no limit on the number of written agreements for extensions; provided, that no written agreements for extension shall be valid unless signed by the claimant and an authorized representative of the TCA. The claimant and the enterprise may continue attempts to settle a claim beyond an extended date; provided, settlement negotiations shall not extend the date of denial in the absence of a written extension required by this paragraph;

11. A judicial proceeding for any cause arising from a prize claim may be maintained in accordance with and subject to the limitations of subsection C of this Part only if the following requirements have been met:

- a. the claimant has followed all procedures required by this Part, including without limitation, the delivery of a valid and timely written prize claim notice to the enterprise,
- b. the enterprise has denied the prize claim, and
- c. the claimant has filed the judicial proceeding no later than one hundred eighty (180) days after denial of the claim by the enterprise; provided that neither the claimant nor the enterprise may extend the time to commence a judicial proceeding; and

12. Notices explaining the procedure and time limitations with respect to making a prize claim shall be prominently posted in the facility. Such notices shall explain the method and places for making claims, that this procedure is the exclusive method of making a prize claim, and that claims that do not follow this procedure shall be forever barred. The enterprise shall make pamphlets containing the requirements in this subsection readily available to all patrons of the facility and shall provide such pamphlets to a claimant by the TCA within five (5) days of the filing date of a claim.

C. Limited Consent to Suit for Tort Claims and Prize Claims. The tribe consents to suit against the enterprise in a court of competent jurisdiction with respect to a tort claim or prize claim if all requirements of paragraph 9 of subsection A or all requirements of paragraph 11 of subsection B of this Part have been met; provided that such consent shall be subject to the following additional conditions and limitations:

1. For tort claims, consent to suit is granted only to the extent such claim or any award or judgment rendered thereon does not exceed the limit of liability. Under no circumstances shall any consent to suit be effective as to any award which exceeds such applicable amounts. This consent shall only extend to the patron actually claiming to have been injured. A tort claim shall not be assignable. In the event any assignment of the tort claim is made in violation of this Compact, or any person other than the patron claiming the injury becomes a party to any action hereunder, this consent shall be deemed revoked for all purposes. Notwithstanding the foregoing, consent to suit shall not be revoked if an action on a tort claim is filed by (i) a court appointed representative of a claimant's estate, (ii) an indispensable party, or (iii) a health provider or other party subrogated to the claimant's rights by virtue of any insurance policy; provided, that nothing herein is intended to, or shall constitute a consent to suit against the enterprise as to such party except to the extent such party's claim is:

- a. in lieu of and identical to the claim that would have been made by the claimant directly but for the appointment of said representative or indispensable party, and participation of such other party is in lieu of and not in addition to pursuit of the claim by the patron, and
- b. the claim of such other party would have been subject to a consent to suit hereunder if it had been made by the claimant directly; and

2. For prize claims, consent is granted only to the extent such claim does not exceed the prize limit. Under no circumstance (iv) For prize claims, consent is granted only to the extent such claim does not shall any award exceed the prize limit. This consent shall only extend to the patron actually claiming to have engaged in the play of a covered game on which the claim is based. Prize claims shall not be assignable. In the event any assignment of the prize claim is made, or any person other than the claimant entitled to make the claim becomes a party to any action hereunder, this consent shall be deemed revoked for all purposes. Notwithstanding the foregoing, consent to suit shall not be revoked if an action on a prize claim is filed by (i) a court-appointed representative of a claimant's estate, or (ii) an indispensable party, provided that nothing herein is intended to, or shall constitute a consent to suit against the enterprise as to such party except to the extent such party's claim is:



- a. in lieu of and identical to the claim that would have been made by the claimant directly but for the appointment of said representative or indispensable party, and participation of such other party is in lieu of and not in addition to pursuit of the claim by the patron, and
- b. the claim of such other party would have been subject to a consent to suit hereunder if it had been made by the claimant directly.

D. Remedies in the Event of No or Inadequate Insurance for Tort Claim. In the event a tort claim is made and there is no, or inadequate, insurance in effect as required under this Compact, the enterprise shall be deemed to be in default hereunder unless, within ten (10) days of a demand by the SCA or a claimant to do so, the enterprise has posted in an irrevocable escrow account at a state or federally chartered bank which is not owned or controlled by the tribe, sufficient cash, a bond or other security sufficient to cover any award that might be made within the limits set forth in paragraph 1 of subsection A of this Part, and informs the claimant and the state of:

1. The posting of the cash or bond;
2. The means by which the deposit can be independently verified as to the amount and the fact that it is irrevocable until the matter is finally resolved;
3. The right of the claimant to have this claim satisfied from the deposit if the claimant is successful on the claim; and
4. The notice and hearing opportunities in accordance with the tribe's tort law, if any, otherwise in accordance with principles of due process, which will be afforded to the claimant so that the intent of this Compact to provide claimants with a meaningful opportunity to seek a just remedy under fair conditions will be fulfilled.

## **PART 7**

### **ENFORCEMENT OF COMPACT PROVISIONS**

A. The tribe and TCA shall be responsible for regulating activities pursuant to this Compact. As part of its responsibilities, the tribe shall require the enterprise do the following:

1. Operate the conduct of covered games in compliance with this Compact, including, but not limited to, the standards and the tribe's rules and regulations;
2. Take reasonable measures to assure the physical safety of enterprise patrons and personnel, prevent illegal activity at the facility, and protect any rights of patrons under the Indian Civil Rights Act, 25 U.S.C., Sec. 1302-1303;
3. Promptly notify appropriate law enforcement authorities of persons who may be involved in illegal acts in accordance with applicable law;

4. Assure that the construction and maintenance of the facility meets or exceeds federal and tribal standards for comparable buildings; and

5. Prepare adequate emergency access plans to ensure the health and safety of all covered game patrons. Upon the finalization of emergency access plans, the TCA or enterprise shall forward copies of such plans to the SCA.

B. All licenses for members and employees of the TCA shall be issued according to the same standards and terms applicable to facility employees. The TCA shall employ qualified compliance officers under the authority of the TCA. The compliance officers shall be independent of the enterprise, and shall be supervised and accountable only to the TCA. A TCA compliance officer shall be available to the facility during all hours of operation upon reasonable notice, and shall have immediate access to any and all areas of the facility for the purpose of ensuring compliance with the provisions of this Compact. The TCA shall investigate any such suspected or reported violation of this Compact and shall require the enterprise to correct such violations. The TCA shall officially enter into its files timely written reports of investigations and any action taken thereon, and shall forward copies of such reports to the SCA within fifteen (15) days of such filing. Any such violations shall be reported immediately to the TCA, and the TCA shall immediately forward the same to the SCA. In addition, the TCA shall promptly report to the SCA any such violations which it independently discovers.

C. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact, representatives of the TCA and the SCA shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory scheme created by this Compact. The meetings shall take place at a location mutually agreed to by the TCA and the SCA. The SCA, prior to or during such meetings, shall disclose to the TCA any concerns, suspected activities, or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected.

## **PART 8**

### **STATE MONITORING OF COMPACT**

A. The SCA shall, pursuant to the provisions of this Compact, have the authority to monitor the conduct of covered games to ensure that the covered games are conducted in compliance with the provisions of this Compact. In order to properly monitor the conduct of covered games, agents of the SCA shall have reasonable access to all areas of the facility related to the conduct of covered games as provided herein:

I. Access to the facility by the SCA shall be during the facility's normal operating hours only; provided that to the extent such inspections are limited to areas of the facility where the public is normally permitted, SCA agents may inspect the facility without giving prior notice to the enterprise;

2. Any suspected or claimed violations of this Compact or of law shall be directed in writing to the TCA; SCA agents shall not interfere with the functioning of the enterprise; and

3. Before SCA agents enter any nonpublic area of the facility, they shall provide proper photographic identification to the TCA. SCA agents shall be accompanied in nonpublic areas of the facility by a TCA agent. A one-hour notice by SCA to the TCA may be required to assure that a TCA officer is available to accompany SCA agents at all times.

B. Subject to the provisions herein, agents of the SCA shall have the right to review and copy documents of the enterprise related to its conduct of covered games. The review and copying of such documents shall be during normal business hours or hours otherwise at tribe's discretion. However, the SCA shall not be permitted to copy those portions of any documents of the enterprise related to its conduct of covered games that contain business or marketing strategies or other proprietary and confidential information of the enterprise, including, but not limited to, customer lists, business plans, advertising programs, marketing studies, and customer demographics or profiles. No documents of the enterprise related to its conduct of covered games or copies thereof shall be released to the public by the state under any circumstances. All such documents shall be deemed confidential documents owned by the tribe and shall not be subject to public release by the state.

C. At the completion of any SCA inspection or investigation, the SCA shall forward a written report thereof to the TCA. The TCA shall be apprised on a timely basis of all pertinent, nonconfidential information regarding any violation of federal, state, or tribal laws, the rules or regulations, or this Compact. Nothing herein prevents the SCA from contacting tribal or federal law enforcement authorities for suspected criminal wrongdoing involving the TCA. TCA may interview SCA inspectors upon reasonable notice and examine work papers and SCA in the same fashion that SCA inspectors may examine auditors' notes and make auditor inquiry, unless providing such information to the TCA will compromise the interests sought to be protected. If the SCA determines that providing the information to the TCA will compromise the interests sought to be protected, then the SCA shall provide such information to the tribe in accordance with Part 13 of this Compact.

D. Nothing in this Compact shall be deemed to authorize the state to regulate the tribe's government, including the TCA, or to interfere in any way with the tribe's selection of its governmental officers, including members of the TCA; provided, however, the SCA and the tribe, upon request of the tribe, shall jointly employ, at the tribe's expense, an independent firm to perform on behalf of the SCA the duties set forth in subsections A and B of this Part.

## **PART 9 JURISDICTION**

This Compact shall not alter tribal, federal or state civil adjudicatory or criminal jurisdiction.

**PART 10**  
**LICENSING**

A. 1. Except as provided in paragraph 4 of Part 3, no covered game employee shall be employed at a facility or by an enterprise unless such person is licensed in accordance with this Compact. In addition to the provisions of this Part which are applicable to the licensing of all covered game employees, the requirements of 25 C.F.R., Part 556, Background Investigations for Primary Management Officials and Key Employees, and 25 C.F.R., Part 558, Gaming Licenses for Key Employees and Primary Management Officials, apply to Key Employees and Primary Management Officials of the facility and enterprise.

2. All prospective covered game employees shall apply to the TCA for a license. Licenses shall be issued for periods of no more than two (2) years, after which they may be renewed only following review and update of the information upon which the license was based; provided, the TCA may extend the period in which the license is valid for a reasonable time pending the outcome of any investigation being conducted in connection with the renewal of such license. In the event the SCA contends that any such extension is unreasonable, it may seek resolution of that issue pursuant to Part 11 of this Compact.

3. The application process shall require the TCA to obtain sufficient information and identification from the applicant to permit a background investigation to determine if a license should be issued in accordance with this Part and the rules and regulations. The TCA shall obtain information about a prospective covered game employee that includes:

- a. full name, including any aliases by which applicant has ever been known,
- b. social security number,
- c. date and place of birth,
- d. residential addresses for the past five (5) years,
- e. employment history for the past five (5) years,
- f. driver license number,
- g. all licenses issued and disciplinary charges filed, whether or not discipline was imposed, by any state or tribal regulatory authority,
- h. all criminal arrests and proceedings, except for minor traffic offenses, to which the applicant has been a party,
- i. a set of fingerprints,
- j. a current photograph,

- k. military service history, and
- l. any other information the TCA determines is necessary to conduct a thorough background investigation.

4. Upon obtaining the required initial information from a prospective covered game employee, the TCA shall forward a copy of such information to the SCA, along with any determinations made with respect to the issuance or denial of a temporary or permanent license. The SCA may conduct its own background investigation of the applicant at SCA expense, shall notify the TCA of such investigation within a reasonable time from initiation of the investigation, and shall provide a written report to the TCA of the outcome of such investigation within a reasonable time from the receipt of a request from the TCA for such information. SCA inspector field notes and the SCA inspector shall be available upon reasonable notice for TCA review and inquiry.

5. The TCA may issue a temporary license for a period not to exceed ninety (90) days, and the enterprise may employ on a probationary basis, any prospective covered game employee who represents in writing that he or she meets the standards set forth in this Part, provided the TCA or enterprise is not in possession of information to the contrary. The temporary license shall expire at the end of the ninety-day period or upon issuance or denial of a permanent license, whichever event occurs first. Provided that the temporary license period may be extended at the discretion of the TCA so long as good faith efforts are being made by the applicant to provide required information, or the TCA is continuing to conduct its investigation or is waiting on information from others, and provided further that in the course of such temporary or extended temporary licensing period, no information has come to the attention of the TCA which, in the absence of countervailing information then in the record, would otherwise require denial of license. A permanent license shall be issued or denied within a reasonable time following the completion of the applicant's background investigation.

6. In covered gaming the tribe shall not employ and shall terminate, and the TCA shall not license and shall revoke a license previously issued to, any covered game employee who:

- a. has been convicted of any felony or an offense related to any covered games or other gaming activity,
- b. has knowingly and willfully provided false material, statements or information on his or her employment application, or
- c. is a person whose prior activities, criminal record, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of the conduct of covered games, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of covered games or the carrying on of the business and financial arrangements incidental thereto.

7. The SCA may object to the employment of any individual by the enterprise based upon the criteria set forth in paragraph 6 of subsection A of this Part. Such objection shall be in writing setting forth the basis of the objection. The SCA inspector's work papers, notes and exhibits which formed the SCA conclusion shall be available upon reasonable notice for TCA review. The enterprise shall have discretion to employ an individual over the objection of the SCA.

8. The TCA shall have the discretion to initiate or continue a background investigation of any licensee or license applicant and to take appropriate action with respect to the issuance or continued validity of any license at any time, including suspending or revoking such license.

9. The TCA shall require all covered game employees to wear, in plain view, identification cards issued by the TCA which include a photograph of the employee, his or her first name, a four-digit identification number unique to the license issued to the employee, a tribal seal or signature verifying official issuance of the card, and a date of expiration, which shall not extend beyond such employee's license expiration date.

B. 1. Any person or entity who, directly or indirectly, provides or is likely to provide at least Twenty-five Thousand Dollars (\$25,000.00) in goods or services to the enterprise in any twelve-month period, or who has received at least Twenty-five Thousand Dollars (\$25,000.00) for goods or services provided to the enterprise in any consecutive twelve-month period within the immediately preceding twenty-four-month period, or any person or entity who provides through sale, lease, rental or otherwise covered games, or parts, maintenance or service in connection therewith to the tribe or the enterprise at any time and in any amount, shall be licensed by the TCA prior to the provision thereof. Provided, that attorneys or certified public accountants and their firms shall be exempt from the licensing requirement herein to the extent that they are providing services covered by their professional licenses.

2. Background investigations and licensing shall follow the same process and apply the same criteria as for covered game employees set forth in paragraph 6 of subsection A of this Part.

3. In the case of a license application of any entity, all principals thereof shall be subjected to the same background investigation required for the licensing of a covered game employee, but no license as such need be issued; provided, no license shall be issued to the entity if the TCA determines that one or more of its principals will be persons who would not be qualified to receive a license if they applied as covered game employees.

4. Nothing herein shall prohibit the TCA from processing and issuing a license to a principal in his or her own name.

5. Licenses issued under this subsection shall be reviewed at least every two (2) years for continuing compliance, and shall be promptly revoked if the licensee is determined to be in violation of the standards set forth in paragraph 6 of subsection A of this Part. In

connection with such a review, the TCA shall require the person or entity to update all information provided in the previous application.

6. The enterprise shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of goods or services with any person or entity who does not meet the requirements of this Part including, but not limited to, any person or entity whose application to the TCA for a license has been denied, or whose license has expired or been suspended or revoked.

7. Pursuant to 25 C.F.R., Part 533, all management contracts must be approved by the chair of the National Indian Gaming Commission. The SCA shall be notified promptly after any such approval.

8. In addition to any licensing criteria set forth above, if any person or entity seeking licensing under this subsection is to receive any fee or other payment based on the revenues or profits of the enterprise, the TCA may take into account whether or not such fee or other payment is fair in light of market conditions and practices.

C. 1. Subject to the exceptions set forth in paragraph 4 of this subsection, any person or entity extending financing, directly or indirectly, to the facility or enterprise in excess of Fifty Thousand Dollars (\$50,000.00) in any twelve-month period shall be licensed prior to providing such financing. Principals thereof shall be subjected to background investigations and determinations in accordance with the procedures and standards set forth in subsection A of this Part. Licenses issued under this section shall be reviewed at least every two (2) years for continuing compliance, and shall be promptly revoked if the licensee is determined to be in violation of the standards set forth in paragraph 6 of subsection A of this Part. In connection with such a review, the TCA shall require the person or entity to update all information provided in the previous application.

2. The SCA shall be notified of all financing and loan transactions with respect to covered games or supplies in which the amount exceeds Fifty Thousand Dollars (\$50,000.00) in any twelve-month period, and shall be entitled to review copies of all agreements and documents in connection therewith.

3. A supplier of goods or services who provides financing exclusively in connection with the sale or lease of covered games equipment or supplies shall be licensed solely in accordance with licensing procedures applicable, if at all, to such suppliers herein.

4. Financing provided by a federally regulated or state-regulated bank, savings and loan, or trust, or other federally or state-regulated lending institution; any agency of the federal, state, tribal or local government; or any person or entity, including, but not limited to, an institutional investor who, alone or in conjunction with others, lends money through publicly or commercially traded bonds or other commercially traded instruments, including but not limited to the holders of such bonds or instruments or their assignees or transferees, or which bonds or commercially traded instruments are underwritten by any entity whose shares are publicly traded or which underwriter, at the time of the underwriting, has assets in excess of One

Hundred Million Dollars (\$100,000,000.00), shall be exempt from the licensing and background investigation requirements in subsection B of this Part or this subsection.

D. In the event the SCA objects to a lender, vendor or any other person or entity within subsection B or C of this Part seeking to do business with the enterprise, or to the continued holding of a license by such person or entity, it may notify the TCA of its objection. The notice shall set forth the basis of the objection with sufficient particularity to enable the TCA to investigate the basis of the objection. The SCA inspector and SCA inspector field notes shall be available for TCA review and inquiry. Within a reasonable time after such notification, the TCA shall report to the SCA on the outcome of its investigation and of any action taken or decision not to take action.

## **PART 11 EXCLUSIVITY AND FEES**

A. The parties acknowledge and recognize that this Compact provides tribes with substantial exclusivity and, consistent with the goals of IGRA, special opportunities for tribal economic opportunity through gaming within the external boundaries of Oklahoma in respect to the covered games. In consideration thereof, so long as the state does not change its laws after the effective date of this Compact to permit the operation of any additional form of gaming by any such organization licensee, or change its laws to permit any additional electronic or machine gaming within Oklahoma, the tribe agrees to pay the following fees:

1. The tribe covenants and agrees to pay to the state a fee derived from covered game revenues calculated as set forth in paragraph 2 of this subsection. Such fee shall be paid no later than the twentieth day of the month for revenues received by the tribe in the preceding month; and

2. The fee shall be:

- a. four percent (4%) of the first Ten Million Dollars (\$10,000,000.00) of adjusted gross revenues received by a tribe in a calendar year from the play of electronic amusement games, electronic bonanza-style bingo games and electronic instant bingo games,
- b. five percent (5%) of the next Ten Million Dollars (\$10,000,000.00) of adjusted gross revenues received by a tribe in a calendar year from the play of electronic amusement games, electronic bonanza-style bingo games and electronic instant bingo games,
- c. six percent (6%) of all subsequent adjusted gross revenues received by a tribe in a calendar year from the play of electronic amusement games, electronic bonanza-style bingo games and electronic instant bingo games, and



- d. ten percent (10%) of the monthly net win of the common pool(s) or pot(s) from which prizes are paid for nonhouse-banked card games. The tribe is entitled to keep an amount equal to state payments from the common pool(s) or pot(s) as part of its cost of operating the games.

Payments of such fees shall be made to the Treasurer of the State of Oklahoma. Nothing herein shall require the allocation of such fees to particular state purposes, including, but not limited to, the actual costs of performing the state's regulatory responsibilities hereunder.

B. Annual oversight assessment. In addition to the fee provided for in subsection A of this Part, the state shall be entitled to payment for its costs incurred in connection with the oversight of covered games to the extent provided herein, the "annual oversight assessment". The annual oversight assessment, which shall be Thirty-five Thousand Dollars (\$35,000.00), shall be determined and paid in advance on a fiscal year basis for each twelve (12) months ending on June 30 of each year.

C. Upon the effective date of this Compact, the tribe shall deposit with the SCA the sum of Fifty Thousand Dollars (\$50,000.00) ("start-up assessment"). The purpose of the start-up assessment shall be to assist the state in initiating its administrative and oversight responsibilities hereunder and shall be a one-time payment to the state for such purposes.

D. Nothing in this Compact shall be deemed to authorize the state to impose any tax, fee, charge or assessment upon the tribe or enterprise except as expressly authorized pursuant to this Compact; provided that, to the extent that the tribe is required under federal law to report prizes awarded, the tribe agrees to copy such reports to the SCA.

E. In consideration for the covenants and agreements contained herein, the state agrees that it will not, during the term of this Compact, permit the nontribal operation of any machines or devices to play covered games or electronic or mechanical gaming devices otherwise presently prohibited by law within the state in excess of the number and outside of the designated locations authorized by the State-Tribal Gaming Act. The state recognizes the importance of this provision to the tribe and agrees, in the event of a breach of this provision by the state, to require any nontribal entity which operates any such devices or machines in excess of such number or outside of the designated location to remit to the state at least quarterly no less than fifty percent (50%) of any increase in the entities adjusted gross revenues following the addition of such excess machines. The state further agrees to remit at least quarterly to eligible tribes, as liquidated damages, a sum equal to fifty percent (50%) of any increase in the entities adjusted gross revenues following the addition of such excess machines. For purposes of this Part, eligible tribes means those tribes which have entered into this Compact and are operating gaming pursuant to this Compact within forty-five (45) miles of an entity which is operating covered game machines in excess of the number authorized by, or outside of the location designated by, the State-Tribal Gaming Act. Such liquidated damages shall be allocated pro rata to eligible tribes based on the number of covered game machines operated by each eligible tribe in the time period when such adjusted gross revenues were generated.

F. In consideration for the covenants and agreements contained herein, the tribe agrees that in the event it has currently or locates in the future a facility within a radius of twenty (20) miles from a recipient licensee as that term is defined in subsection K of Section 4 of the State-Tribal Gaming Act that it shall comply with the requirements of subsection K of Section 4 of the State-Tribal Gaming Act.

## **PART 12 DISPUTE RESOLUTION**

In the event that either party to this Compact believes that the other party has failed to comply with any requirement of this Compact, or in the event of any dispute hereunder, including, but not limited to, a dispute over the proper interpretation of the terms and conditions of this Compact, the following procedures may be invoked:

1. The goal of the parties shall be to resolve all disputes amicably and voluntarily whenever possible. A party asserting noncompliance or seeking an interpretation of this Compact first shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the asserting party's contention and any factual basis for the claim. Representatives of the tribe and state shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute;

2. Subject to the limitation set forth in paragraph 3 of this Part, either party may refer a dispute arising under this Compact to arbitration under the rules' of the American Arbitration Association (AAA), subject to enforcement or pursuant to review as provided by paragraph 3 of this Part by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Compact. The parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One arbitrator shall be chosen by the parties from a list of qualified arbitrators to be provided by the AAA. If the parties cannot agree on an arbitrator, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the parties.

A party asserting noncompliance or seeking an interpretation of this Compact under this section shall be deemed to have certified that to the best of the party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Compact is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Part, the Arbitrator, upon request or upon his or her own initiative, shall impose upon the violating party an appropriate sanction, which may include an award to the other party of its reasonable expenses incurred in having to participate in the arbitration; and

3. Notwithstanding any provision of law, either party to the Compact may bring an action against the other in a federal district court for the de novo review of any arbitration award under paragraph 2 of this Part. The decision of the court shall be subject to appeal. Each of the parties hereto waives immunity and consents to suit therein for such limited purposes, and agrees

not to raise the Eleventh Amendment to the United States Constitution or comparable defense to the validity of such waiver.

Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

**PART 13**  
**CONSTRUCTION OF COMPACT;**  
**FEDERAL APPROVAL**

A. Each provision, section, and subsection of this Compact shall stand separate and independent of every other provision, section, or subsection. In the event that a federal district court shall find any provision, section, or subsection of this Compact to be invalid, the remaining provisions, sections, and subsections of this Compact shall remain in full force and effect, unless the invalidated provision, section or subsection is material.

B. Each party hereto agrees to defend the validity of this Compact and the legislation in which it is embodied. This Compact shall constitute a binding agreement between the parties and shall survive any repeal or amendment of the State-Tribal Gaming Act.

C. The parties shall cooperate in seeking approval of this Compact from an appropriate federal agency as a tribal-state compact under the Indian Gaming Regulatory Act.

D. The standards for electronic bonanza-style bingo games, electronic instant bingo games and electronic amusement games established in the State-Tribal Gaming Act as enacted in 2004, and, at the election of the tribe, any standards contained in the Oklahoma Horseracing Commission rules issued pursuant to subsection B of Section 9 of the State-Tribal Gaming Act are hereby incorporated in this Compact and shall survive any repeal of the State-Tribal Gaming Act, or any games authorized thereunder. In the event that any of said standards are changed by amendment of the State-Tribal Gaming Act, the tribe shall have the option to incorporate said changes into this Compact by delivery of written notice of said changes to the Governor and the SCA.

**PART 14**  
**NOTICES**

All notices required under this Compact shall be given by certified mail, return receipt requested, commercial overnight courier service, or, personal delivery, to the following persons:

Governor

Chair, State-Tribal Relations

Committee Attorney General

President of the Pawnee Tribe of Oklahoma  
P. O. Box 280  
Pawnee, Oklahoma 74058

With copies to:

David J. Ketelsleger  
McAfee & Taft A Professional Corporation  
10<sup>th</sup> Floor, Two leadership Square  
211 North Robinson, Suite 1000  
Oklahoma City, Oklahoma 73102-7103

## **PARTIS**

### **DURATION AND NEGOTIATION**

A. This Compact shall become effective upon the last date of the satisfaction of the following requirements:

1. Due execution on behalf of the tribe, including obtaining all tribal resolutions and completing other tribal procedures as may be necessary to render the tribe's execution effective;

2. Approval of this Compact by the Secretary of the Interior as a tribal-state compact within the meaning of IGRA and publication in the Federal Register or satisfaction of any other requirement of federal law; and

3. Payment of the start-up assessment provided for in subsection C of Part 11 of this Compact.

B. This Compact shall have a term which will expire on January 1, 2020, and at that time, if organization licensees or others are authorized to conduct electronic gaming in any form other than parimutuel wagering on live horse racing pursuant to any governmental action of the state or court order following the effective date of this Compact, the Compact shall automatically renew for successive additional fifteen-year terms; provided that, within one hundred eighty (180) days of the expiration of this Compact or any renewal thereof, either the tribe or the state, acting through its Governor, may request to renegotiate the terms of subsections A and E of Part 11 of this Compact.

C. This Compact shall remain in full force and effect until the sooner of expiration of the term or until the Compact is terminated by mutual consent of the parties.

D. This Compact may be terminated by state upon thirty (30) days' prior written notice to the tribe in the event of either (I) a material breach by the tribe of the terms of a tobacco Compact with the state as evidenced by a final determination of material breach from the dispute resolution forum agreed upon therein, including exhaustion of all available appellate remedies therefrom, or (2) the tribe's failure to comply with the provisions of Section 346 et seq.



# Pawnee Nation of Oklahoma

STATUTE #22-04  
AUGUST 23, 2022

## STATUTE

- Whereas,** The Pawnee Business Council is the supreme governing body of the Pawnee Nation and is authorized to conduct business on behalf of the Pawnee Nation in accordance with Article IV, Sections 1 and 2 of the Pawnee Nation Constitution and By-Laws; and
- Whereas,** the Pawnee Business Council met in virtual special session on August 23, 2022, on Pawnee Nation Microsoft TEAMS, duly authorized, with a quorum present; and
- Whereas,** the PN Governing Documents Committee has reviewed with the Gaming Commission, Attorney General, and Homer Law and is submitting for PBC approval the revision to the PN Gaming Ordinance.


**NOW, THEREFORE BE IT RESOLVED** the Pawnee Business Council does hereby approve revisions to the Pawnee Nation Gaming Ordinance.


## CERTIFICATION

I, George Gardipe, Secretary of the Pawnee Business Council, certify that a Special Meeting of the Pawnee Business Council was held on the 23<sup>rd</sup> day of August 2022 and that the Pawnee Business Council is composed of eight members, of whom 8 were present, 0 absent, comprising a quorum, and the foregoing resolution was duly adopted by a vote of 7 for, 0 against, 0 abstaining, and 1 not voting.

*Signed this 23<sup>rd</sup> day of August 2022*

ATTEST:

  
George Gardipe, Secretary  
Pawnee Nation Business Council

  
Walter R. Echo-Hawk, President  
Pawnee Nation Business Council

# **Pawnee Nation of Oklahoma Gaming Ordinance**

**Enacted August 22, 2022**



# Table of Contents

<b>Article 1 - Introduction</b> .....	<b>1</b>
Section 1.1 - Declaration of Policy .....	1
Section 1.2 - Scope.....	1
Section 1.3 - General Prohibition - Exceptions.....	1
Section 1.4 - Definitions.....	2
<b>Article 2 - General Provisions</b> .....	<b>7</b>
Section 2.1 - Gaming Authorized.....	7
Section 2.2 - Use of Net Revenue .....	7
Section 2.3 - Class II and Class III Licensing.....	8
Section 2.4 - Ownership of Gaming.....	8
Section 2.5 - Audit Provisions.....	8
Section 2.6 - Environmental Protection .....	9
Section 2.7 - Civil Penalties .....	9
Section 2.8 - Criminal Penalties .....	9
Section 2.9 - Invalidity and Severability .....	10
Section 2.10 - No Tribal Liability .....	10
Section 2.11 - Regulations of Tribal Subdivision .....	10
<b>Article 3 - Pawnee Nation Gaming Commission</b> .....	<b>11</b>
Section 3.1 - Pawnee Gaming Commission .....	11
Section 3.2 - Appointment of Members .....	11
Section 3.3 - Appointment of Commissioners .....	13
Section 3.4 - Conflict of Interest .....	13
Section 3.5 - Meetings.....	13
Section 3.6 - Authority and Responsibility .....	14
Section 3.7 - Quarterly Reports.....	15
Section 3.8 - Budget .....	15
Section 3.9 - Staffing of Commission .....	15
Section 3.10 - Access to Information .....	17
Section 3.11 - Assessment of Fees .....	18
Section 3.12 - Ethics.....	18

<b>Article 4 - Pawnee Nation Tribal Development Corporation Board of Directors .....</b>	<b>19</b>
Section 4.1 - Duties of the Designated Business Entity .....	19
Section 4.2 - Board of Directors.....	19
Section 4.3 - License Required.....	19
Section 4.4 - Statement of Gross Gaming Revenue and Net Revenues .....	20
Section 4.5 - Verification of Report .....	20
Section 4.6 - Record Retention and Maintenance .....	21
<b>Article 5 - Licensing.....</b>	<b>21</b>
Section 5.1 - License Requirements .....	21
Section 5.2 - Nature of Gaming License .....	21
Section 5.3 - Types of Licenses to be Issued .....	21
Section 5.4 - Gaming Facility License .....	22
Section 5.5 - Consent to Jurisdiction.....	22
Section 5.6 - Application.....	23
Section 5.7 - Notice Features .....	24
Section 5.8 - Application Fee .....	24
Section 5.9 - Manner of Filing Instruments With Commission .....	25
Section 5.10 - Application Timeline .....	25
Section 5.11 - Fingerprinting .....	25
<b>Article 6 - Gaming &amp; Gaming Related Vendors.....</b>	<b>25</b>
Section 6.1 - Licenses for Gaming & Gaming Related Vendors .....	25
Section 6.2 - Submission of a Gaming & Gaming Related Vendor License Application .....	26
Section 6.3 - Contents of the Gaming & Gaming Related Vendor License Application.....	26
Section 6.4 - Vendor Background Investigation .....	27
Section 6.5 - Vendor License Fee .....	27
Section 6.6 - Vendor Background Investigation Report .....	28
Section 6.7 - Exemption for Vendors Licensed by Recognized Regulatory Authorities.....	28
Section 6.8 - Registration for Non-Gaming Vendors.....	28
<b>Article 7 - Background Investigations .....</b>	<b>28</b>
Section 7.1 - Required Background Investigations .....	28
Section 7.2 - Background Investigation - Key Employees and Primary Management Officials .....	28
Section 7.3 - Report to the National Indian Gaming Commission.....	30



Section 7.4 - Other Background Investigations.....	31
<b>Article 8 - Granting a Gaming License, Denial, Renewal, and Suspension.....</b>	<b>32</b>
Section 8.1 - Granting a Gaming License .....	32
Section 8.2 - Denying a Gaming License.....	32
Section 8.3 - License Renewals.....	33
Section 8.4 - License Revocation .....	33
<b>Article 9 - Management Contracts .....</b>	<b>34</b>
Section 9.1 - Commission Licensing of Management Contractor Required.....	34
Section 9.2 - Provisions of Management Contract.....	34
Section 9.3 - Percentage of Net Revenue Fees.....	35
<b>Article 10 - Unlawful Acts .....</b>	<b>35</b>
Section 10.1 - Unlawful Acts - Civil.....	35
Section 10.2 - Unlawful Acts - Criminal.....	39
<b>Article 11 - Administrative Enforcement .....</b>	<b>42</b>
Section 11.1 - Action to be Taken.....	42
Section 11.2 - Hearings and Appeals to the Commission .....	42
Section 11.3 - Jurisdiction of the Pawnee Court .....	44
<b>Article 12 - RESERVED.....</b>	<b>46</b>
<b>Article 13 - Applicable Laws.....</b>	<b>47</b>
Section 13.1 - Controversies Involving Contract .....	47
<b>Article 14 - Service of Process.....</b>	<b>47</b>
Section 14.1 - Gaming Commission Service Agent.....	47
Section 14.2 - Management Service Agent.....	47
<b>Article 15 - Patron Disputes .....</b>	<b>48</b>
Section 15.1 - Patron Disputes - Prize Claims .....	48
<b>Article 16 - Exclusion or Ejection of Individuals .....</b>	<b>49</b>
Section 16.1 - Exclusion List .....	49
Section 16.2 - Notice or Opportunity to be Heard .....	49
<b>Article 17 - Regulations .....</b>	<b>49</b>
Section 17.1 - Promulgating Regulations.....	49
<b>Article 18 - Tort Claims.....</b>	<b>50</b>
Section 18.1 - Tort Claims .....	50

**Article 19 - Amendment of Ordinance and Effective Date/Repeal .....52**  
Section 19.1 - Amendment.....52  
Section 19.2 - Effective Date and Repeal of Prior Ordinances .....52

**An Ordinance to authorize, license, & regulate Class I, II and III gaming activities on the Indian Lands of the Pawnee Nation of Oklahoma pursuant to the Indian Gaming Regulatory Act. Adopted by the Pawnee Business Council pursuant to Statute 22-04 on August 23, 2022.**

**ARTICLE 1 – INTRODUCTION**

**SECTION 1.1 DECLARATION OF POLICY**

It is declared policy of the Pawnee Nation of Oklahoma that:

- 1) All Gaming conducted on the Nation’s Indian Lands shall be regulated by the Pawnee Nation Gaming Commission to protect the public health and welfare of employees and Patrons from the adverse effects which may derive from unregulated Gaming;
- 2) It is the objective of the Nation to achieve and sustain the maximum Tribal revenue from Gaming for the benefit of the Tribal government and membership and to promote Tribal economic self-sufficiency and the general Tribal health and welfare while at the same time ensuring that Pawnee Nation Gaming activities are conducted fairly and honestly by both the operation and players;
- 3) The conduct of activities provided for by this Ordinance on the Nation’s Indian Lands shall conform with the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. §§ 2701- 2721, and the regulations promulgated by the National Indian Gaming Commission as well as any effective Tribal-State Gaming Compact with the State of Oklahoma or any state; and other laws and regulations applicable to the Nation’s Gaming activities;
- 4) Furthermore, it shall be recognized that effective regulatory oversight requires a functional separation between the operation of Tribal Gaming and the regulation of Tribal Gaming; and
- 5) Accordingly, it is believed that the Nation’s regulatory framework shall have sufficient freedom and flexibility to operate as independently without undue political interference and shall have a stable source of funding.

**SECTION 1.2 SCOPE**

This Ordinance shall apply to all Gaming activities, including Class I, II, and III Gaming activities conducted on the Indian Lands of the Pawnee Nation.

**SECTION 1.3 GENERAL PROHIBITION – EXCEPTIONS**

No person shall conduct Class II Gaming or any Class III Gaming on the Nation’s Indian Lands for which a charge is made or other consideration requested or required for participation, or to the winner of which any prize is awarded except as Licensed and conducted pursuant to this Ordinance.

## SECTION 1.4 DEFINITIONS

As used in this Ordinance, the following definitions shall apply:

- 1) "ACCOMPLICE" means one who acts 1) jointly with another, 2) as an accessory before the fact to an act committed by another, or 3) as a co-conspirator with another to violate any provision(s) of this Ordinance or any applicable federal or Tribal law.
- 2) "BUSINESS COUNCIL" or "COUNCIL" means the Pawnee Business Council as described in the Constitution of the Pawnee Nation of Oklahoma.
- 3) "CHEATING" means operating or playing in a game in a manner in violation of the written or commonly understood rules of the game with the intent to create for oneself, directly or through any accomplice, an advantage over and above the chance of the game.
- 4) "CLASS I GAMING" means that Gaming defined in 25 U.S.C. § 2703 (6) and 25 C.F.R. § 502.2.
- 5) "CLASS II GAMING" means that Gaming defined in 25 U.S.C. § 2703(7) and 25 C.F.R. § 502.3.
- 6) "CLASS III GAMING" means that Gaming defined in 25 U.S.C. § 2703(8) and 25 C.F.R. § 502.4.
- 7) "COMMISSION" means the Pawnee Nation Gaming Commission.
- 8) "COMMISSION STAFF" means all employees of the Commission, including the Director, and does not include the individual Commissioners.
- 9) "COMPACT" means the Tribal-State Gaming Compact between the Pawnee Nation of Oklahoma and the State of Oklahoma, which is also known as the Pawnee Tribe of Oklahoma and State of Oklahoma Gaming Compact.
- 10) "CONCESSIONS" means all drinks and food sold at the Gaming Facility.
- 11) "EQUIPMENT" means all Gaming, office, and maintenance Equipment necessary to the operation of Class II Gaming or Class III Gaming, as applicable, and of a Gaming Facility.
- 12) "EQUIPMENT COSTS" means the cost at which Equipment may be acquired pursuant to competitive bidding.
- 13) "DIRECTOR" means the official responsible for directing, supervising, and overseeing the Commission Staff and the day-to-day regulation of the Nation's Gaming Operation(s), who is cloaked with the authority to: 1) issue all Gaming Licenses, permits, and registrations; 2) conduct regulatory oversight and monitoring activities, including audits and reviews; 3) investigate potential violations and conditions of noncompliance in relation to all laws,

regulations, and Compact provisions applicable to the conduct of the Nation's Gaming activities; 4) bring enforcement actions; 5) conduct hearings; 6) make criminal referrals to appropriate law enforcement agencies; and 7) assess fines and sanctions consistent with principles of fundamental fairness and due process of law.

- 14) "FACILITY COSTS" means the actual and direct cost of acquiring a Gaming site and the development, construction, and establishment thereon of a Gaming Facility, including the Equipment Costs incurred in connection therewith.
- 15) "GAMING" means risking any money or other thing of value for gain, contingent, wholly or partially, upon lot, chance, the operation of a Gaming apparatus, or the happening or outcome of an event over which the person taking the risk has no control.
- 16) "GAMING FACILITY" means a building or buildings used in the operation of Class II Gaming or Class III Gaming, as applicable, including all appurtenances, access roads, parking lots, easements, outside lighting, water and sewer facilities, electrical facilities, heating and air conditioning Equipment, fixtures, and any and all other improvements reasonable and necessary to a facility of similar operation and use.
- 17) "GAMING FINANCIER" means unless otherwise provided herein or in a Compact between the Nation and a state, any provider of financing to a Gaming Operation.
- 18) "GAMING OPERATION" means each economic entity that is licensed under this Ordinance, which operates the games, receives the revenues, issues the prizes, and pays the expenses. A Gaming Operation may be operated by the Nation directly or by a Licensed Management Contractor pursuant to an approved Management Contract.
- 19) "GAMING SITE" or "SITE" means the tract or tracts of land upon which a Gaming Facility is located.
- 20) "GAMING-RELATED VENDOR" means any person or business entity that supplies any goods or services directly related to the Gaming Operation, including suppliers/manufacturers of Gaming Equipment and devices, including electronic, computer, or technological aids to games; providers of accounting services; and Gaming Financiers.
- 21) "GROSS GAMING REVENUE" means annual total amount of cash wagered on class II and class III games and admission fees (including any table or card fees) less any amounts paid out as prizes or paid for prizes awarded.
- 22) "INDIAN GAMING REGULATORY ACT" OR "IGRA" OR "ACT" means the Act of October 17, 1988, of the United States Congress establishing the National Indian Gaming Commission and authorizing tribal governments to conduct Gaming activities subject to the regulatory framework established in the Act, codified at 25 U.S.C. §§ 2701, *et seq.*

- 23) "KEY EMPLOYEE" of a Gaming Operation means:
- a) A person who performs one or more of the following functions:
    - i) Shift leader;
    - ii) Counting room supervisor;
    - iii) Security personnel, including the Chief of Security;
    - iv) Custodian of Gaming supplies or cash;
    - v) Floor manager;
    - vi) Pit boss;
    - vii) Dealer;
    - viii) Croupier;
    - ix) Approver of credit;
    - x) Bingo caller; and
    - xi) Custodian of gambling devices including persons with access to cash and accounting records within such devices; or
  - b) If not otherwise included any other person whose total cash compensation is in excess of \$50,000 per year;
  - c) If not otherwise included, the four most highly compensated persons in the Gaming Operation; or
  - d) Any other Person identified as requiring a Key License pursuant to future enactment.
- 24) "LICENSE" means a formal permit or authorization issued on behalf of the Pawnee Nation pursuant to and in accordance with this Ordinance and/or the Compact, consistent with the Indian Gaming Regulatory Act and associated regulations.
- 25) "MANAGEMENT CONTRACT" means any contract, subcontract, or collateral agreement between the Tribally-designated entity and an outside Management Contractor, not a regular employee of the Nation, if such contract or agreement provides for the development and/or management of all or part of a Gaming Operation at a specified Gaming Facility.

- 26) "MANAGEMENT CONTRACTOR " means the Person (other than the Nation or a Nation entity) holding a Management Contract entered into pursuant to 25 U.S.C. §§ 2710(d)(9) and 2711.
- 27) "NATION" means the Pawnee Nation of Oklahoma.
- 28) "NATION'S INDIAN LANDS" means: (a) all land within the limits of the boundaries of the Pawnee Indian Reservation; and (b) land over which the Pawnee Nation exercises governmental power and that is either (1) held in trust by the United States for the benefit of the Pawnee Nation or individual Tribal members; or (2) held by the Pawnee Nation or individual Tribal member subject to restriction by the United States against alienation.
- 29) "NATIONAL INDIAN GAMING COMMISSION" or "NIGC" means the National Indian Gaming Commission or any successor authorized under the Act.
- 30) "NET REVENUE" means Gross Gaming Revenue less:
- a) Amounts paid out as, or paid for, prizes; and
  - b) 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.
- 31) "NON-GAMING VENDOR" means any person or entity that provides goods or services not directly related to Gaming activities, back-of-house software systems, currency counting Equipment, player tracking software and/or Gaming goods, supplies, or Equipment. Non-Gaming Vendors include but are not limited to:
- a) Providers or subcontractors of food and beverage goods and/or services;
  - b) Providers or subcontractors of entertainment and/or entertainment services;
  - c) Providers or subcontractors of non-Gaming products, such as products for sale, tobacco, or other non-Gaming products;
  - d) Providers or subcontractors of any other non-Gaming goods, supplies or services; and
  - e) Such other Non-Gaming Vendors as the Commission may designate by rule or regulation.
- 32) "OPERATING EXPENSES" means any expenses incurred in the operation of Gaming that is specifically designated as an operating expense in any Management Contract or which by operation of Generally Accepted Accounting Principles (GAAP) consistently applied is so treated.

- 33) "PATRON" means a Person participating in a game with the hope of winning money or other benefit, but does not include a Licensee, or any assignee of a Licensee.
- 34) "PAWNEE NATION GAMING COMMISSION" means the governmental instrumentality of the Nation established to secure, oversee, and protect the honesty, integrity, fairness, and security of the Nation's Gaming Operations and activities, to adjudicate appeals arising from enforcement actions and decisions of the Director and/or other Commission Staff members, and to perform such other functions as are delegated pursuant to this Ordinance.
- 35) "PERSON" means any individual, firm, partnership, corporation, limited liability company, association, or other business entity recognized under the laws of the Nation or any state.
- 36) "PRIMARY MANAGEMENT OFFICIAL" means:
- a) Person(s) having management responsibility over a Gaming Operation and/or facility whether an employee of the Nation or a contractor pursuant to a Management Contract;
  - b) Each Person (including individuals comprising a business entity) having a direct financial interest in a Management Contract. In the case of a corporation, the term includes those Persons who serve on the Board of Directors of such corporation and every Person who owns, directly or indirectly, either individually or by agent, including Relatives, any stock in a corporate Management Contractor or equity interests in any other legal entity which is a Management Contractor however those shares or interests be designated, or a Person having sufficient voting power individually or by proxy to elect at least one member to the Board of Directors or other managing entity of a Management Contractor. The term also includes all other Persons employed by a Management Contractor in any capacity, and Relatives of Persons who are defined as Primary Management Officials by the preceding text, having five percent (5%) or more equity ownership, either individually or by agent, including Relatives, in any other business entity hired by a Management Contractor or by doing any business with a Management Contractor with respect to an agreement entered into by the Management Contractor in a Gaming Operation; or
  - c) Any Person who has authority:
    - i) To hire and fire employees; or
    - ii) To set up working policy for a Gaming Operation; or
    - iii) The chief financial officer or other person who has financial management responsibility.
- 37) "RELATIVE " means an individual related to a referenced natural Person as a father, mother, son, daughter, brother, sister, husband, wife, step-father, step-mother, step-son,



step- daughter, step-brother, step-sister, half-brother, or half- sister, whether via biological connection or adoption.

- 38) "STANDARD EMPLOYEE" means any employee of the Gaming Operation who serves in a position that does not require a Key Employee or Primary Management Official license.
- 39) "STATE" means any state or territory of the United States and any of its agencies or instrumentalities.
- 40) "SUITABILITY STANDARD" means the measure of character, honesty, and integrity required of all Persons or entities subject to the Nation's licensing, permitting, and/or registration processes, taking into account whether such Person or entity poses a threat to the public interest or to the effective regulation of Gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming.
- 41) "TRIBAL COURT" means courts duly constituted under the Constitution of the Pawnee Nation of Oklahoma.
- 42) "TRIBAL-STATE COMPACT" means an agreement between the Nation and any state which regulates Class III Gaming pursuant to 25 U.S.C. § 2710(d).
- 43) "TRIBE" means the Pawnee Nation of Oklahoma.

## **ARTICLE 2- GENERAL PROVISIONS**

### **SECTION 2.1 GAMING AUTHORIZED**

Class I Gaming as defined at 25 U.S.C. § 2703 (6), Class II Gaming as defined at 25 U.S.C. § 2703 (7), and Class III Gaming as defined at 25 U.S.C. § 2703(8) of the Indian Gaming Regulatory Act and by the regulations promulgated by the National Indian Gaming Commission at 25 C.F.R. §§ 502.3 and 502.4 are hereby authorized in accordance with the provisions of this Ordinance and the IGRA.

### **SECTION 2.2 USE OF NET REVENUE**

- 1) Purpose. Net Revenue from any Tribal Gaming Operation(s) shall only be used for the following purposes:
  - a) To fund Tribal government operations and/or programs;
  - b) To provide for the general welfare of the Nation and its members;
  - c) To promote Tribal economic development;

- d) To donate to charitable organizations; and
  - e) To help fund operations of local Tribal agencies.
- 2) Per Capita Payments. No per capita payment of Gaming revenues may be made. If the Pawnee Business Council subsequently elects to make per capita payments, it shall authorize such payments only upon approval of a Gaming revenue allocation plan submitted to the Secretary of the United States Department of Interior pursuant to 25 U.S.C. § 2710(b)(3).

### **SECTION 2.3 CLASS II AND CLASS III LICENSING**

The following games may be Licensed and conducted on the Nation’s Indian Lands:

- 1) Any game defined as Class II Gaming as defined by the IGRA and otherwise determined to be Class II Gaming by amendment of the IGRA, by regulation, by decision of the National Indian Gaming Commission, or by a federal court.
- 2) Class III Games, as provided for in the Compact between the State of Oklahoma or any state and the Nation, or such procedures as prescribed by the Secretary of the Interior pursuant to the Act.

### **SECTION 2.4 OWNERSHIP OF GAMING**

The Nation shall have the sole propriety interest in and responsibility for the conduct of any Gaming activities authorized by this Ordinance. If the Nation, acting through the Business Council, elects to allow individually owned Gaming Operations, it shall authorize such operations in accordance with the requirements set forth in 25 C.F.R. §522.10 and 522.11.

### **SECTION 2.5 AUDIT PROVISIONS**

The following audit requirements shall apply to License applicants, Gaming Operations, and contractors as set forth below:

- 1) Implied Consent for Audits and Review. In return for the privilege of conducting Gaming within the Nation's jurisdiction, any Person that applies for or receives a License to conduct Gaming pursuant to this Ordinance shall be deemed to have consented to the audit and review of any of its records by federal or Tribal law enforcement agencies, or a duly authorized accounting firm designated by the Director or Commission Staff, without notice or warrant, at any reasonable time, including, but not limited to, spot checks or field audits of its operations during Gaming sessions.
- 2) Annual Audits. At least once each calendar year, an external financial audit, which may be encompassed within the existing independent Tribal audit system, and an external set of agreed-upon-procedures or operational audit, will be conducted by a certified public accountant designated by the Director in consultation with the Gaming Operation(s) for

each Gaming Facility. The resulting audit reports shall be submitted promptly to the Director and the National Indian Gaming Commission.

- 3) Audit of Contracts. All contracts for supplies, services, or concessions for a contract amount of Twenty-Five Thousand dollars (\$25,000.00) or greater annually, except contracts for professional legal or accounting services, relating to a Gaming Operation shall be subject to such annual independent audits, and each such contract shall contain a provision whereby each party thereto agrees to cooperate and comply with the audit.
- 4) Costs of Audits. The cost of the annual external audits shall be borne by the subject Gaming Operation(s) for each Gaming Facility.

## **SECTION 2.6 ENVIRONMENTAL PROTECTION**

Class II and Class III Gaming Facilities shall be constructed, maintained, and operated in a manner that adequately protects the environment and the public health and safety. The Commission shall ensure compliance with this Subsection of this Ordinance and applicable NIGC Regulations.

## **SECTION 2.7 CIVIL PENALTIES**

Any person or entity that violates any provision(s) of this Ordinance may be subject to Civil Penalties, as authorized. The Director is authorized to conduct investigations into any suspected violation(s) of this Ordinance and, where warranted, bring a civil action in any court of competent jurisdiction, including the Tribal Court, against any Person or entity violating the provisions of this Ordinance. Upon finding that a violation has occurred, the Tribal Court may impose a civil penalty as provided in Section 12 of this Ordinance, for each separate violation in addition to any or all actual damages, administrative costs, and the fees of counsel retained by the Commission to prosecute such offense. Each game played at which a continuing violation occurs shall be deemed a separate violation.

## **SECTION 2.8 CRIMINAL PENALTIES**

- 1) Any person subject to the criminal jurisdiction of the Nation convicted of a criminal violation of the laws of the Nation, including criminal violations of this Ordinance, shall be punished by confinement for a period of not more than one (1) year, and a fine of not more than five thousand dollars (\$5,000.00), or by both such fine and imprisonment for each separate criminal offense, and may further be subject to civil sanctions imposed by the Director, including, among other potential civil sanctions, a permanent or temporary Order of Exclusion from the Nation's Gaming Facilities. Any person subject to an Order of Exclusion who thereafter enters upon the premises of a Gaming Facility shall be deemed in trespass and may be removed by Casino Security or an officer(s) of the Pawnee Nation Police. No person subject to an active Order of Exclusion may engage in any Gaming

activity or Gaming promotion. If an excluded person should gain access to a Gaming Facility, any winnings or prizes to which he or she would otherwise be entitled shall be forfeited, and no payment or prize may be issued to such person. Funds forfeited pursuant to this provision shall be deposited in the General Fund of the Pawnee Nation.

- 2) Any person not subject to the criminal jurisdiction of the Nation violating the criminal provisions of this Ordinance or other criminal law of the Pawnee Nation, the laws of the State of Oklahoma, or the United States shall be referred to the appropriate law enforcement agency for arrest and/or prosecution and may further be subject to civil sanctions imposed by the Director, including, among other potential civil sanctions, a permanent or temporary Order of Exclusion from the Nation's Gaming Facilities. Any person subject to an Order of Exclusion who thereafter enters upon the premises of a Gaming Facility shall be deemed in trespass and may be removed by Casino Security or an officer(s) of the Pawnee Nation Police. No person subject to an active Order of Exclusion may engage in any Gaming activity or Gaming promotion. If an excluded person should gain access to a Gaming Facility, any winnings or prizes to which he or she would otherwise be entitled shall be forfeited and no payment or prize may be issued to such person. Funds forfeited pursuant to this provision shall be deposited in the General Fund of the Pawnee Nation.

## **SECTION 2.9 INVALIDITY AND SEVERABILITY**

If any provision of this Ordinance, or the application thereof to any Person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provisions of application, and, to this end, the provisions of this Ordinance are severable.

## **SECTION 2.10 NO TRIBAL LIABILITY**

Neither the Nation nor its officers, agents, or agencies, shall be responsible for the debts or liabilities of any Gaming Operation, it being the intent that each Gaming Operation shall be a corporate entity solely responsible (with its Management Contractor if provided for by contract) for its own debts, torts, and other liabilities, and subject to suit in its own name to the extent explicitly provided for by this Ordinance. No provision of this Ordinance or regulations promulgated pursuant thereto constitutes a waiver of the Nation's sovereign immunity from suit, except as expressly provided otherwise herein.

## **SECTION 2.11 REGULATIONS OF TRIBAL SUBDIVISION**

Each Gaming Operation shall be regulated by the Commission as provided for and to the extent of this Ordinance, Tribal regulations, IGRA, regulations of the National Indian Gaming Commission, and the Compact(s). All Gaming Operations shall be subordinate agencies of the Nation and shall enjoy all the Nation's privileges and immunities.

## ARTICLE 3- PAWNEE NATION GAMING COMMISSION

### SECTION 3.1 PAWNEE GAMING COMMISSION

- 1) Powers. The Tribal Gaming Commission established under prior law shall henceforth be called the Pawnee Nation Gaming Commission and henceforth shall be delegated the following powers:
  - a) To adjudicate all matters arising on appeal from the actions and/or decisions of the Director;
  - b) To hire the Director, provided that the Commissioners shall abstain from involvement in licensing and enforcement actions brought by the Director except where such actions and/or decisions are before the Commissioners on appeal by an aggrieved Person;
  - c) To issue rules and regulations pertaining to the Nation's Gaming Operations and activities;
  - d) To classify games; and
  - e) Upon application of the Director, to issue orders of impoundment of Gaming Equipment believed to be malfunctioning for testing or for other good cause.
- 2) The Commission will consist of three (3) members appointed by majority vote of the Pawnee Business Council, provided, however, that no Commissioner shall be:
  - a) Younger than 25 years of age at the time of appointment;
  - b) A current employee of the Pawnee Gaming Commission;
  - c) A current member of the Pawnee Business Council;
  - d) A current member of the Board of the Pawnee Tribal Development Corporation;
  - e) A current employee of any Pawnee Nation Gaming Operation or Gaming Facility; or
  - f) A current employee of any vendor registered or Licensed under this Ordinance.
  - g) A current member of any other Tribal Gaming Board/ Enterprise except with the expressed knowledge and consent of the Pawnee Business Council

### SECTION 3.2 APPOINTMENT OF MEMBERS

- 1) Appointments of the Commission shall be for a period of three (3) years. Commissioners serving under prior law shall continue to serve until the expiration of his or her term.

Commissioners may be reappointed for successive terms and will serve until his or her successor is confirmed by the Pawnee Business Council.

- 2) Commissioners may not be removed nor may their compensation be diminished during their term of appointment except for cause. The following are causes for removal of members from the Commission:
  - a) Malfeasance;
  - b) Misfeasance;
  - c) Non-feasance;
  - d) Neglect of duty;
  - e) Abuse of power;
  - f) Conviction of a Gaming-related offense;
  - g) Noncompliance with this Title;
  - h) Acceptance of a bribe; or
  - i) Conviction of a crime of any degree, an element of which pertains to untruthfulness or dishonesty or any felony. Any member of the Commission who, during the term for which he or she is serving, is convicted of any felony shall automatically forfeit his or her office effective on the date of the initial court conviction, provided that any member of the Commission may be suspended without pay if charged with or indicted for any criminal offense.
- 3) Commissioners must satisfy a background check. Commissioners may not participate in matters relating to their background investigation. Such background investigations shall be under the direction of the Business Council or its designee.
- 4) Upon completion of the background investigation, the Pawnee Business Council, in Executive Session shall discuss all information gathered, and in regular session by majority vote, must either:
  - a) Confirm the appointment; or
  - b) Notice the candidate for a hearing before the Council; or
  - c) Deny the appointment.
- 5) Removal for Cause. Commissioners may be removed by a majority vote of the Pawnee Business Council, provided that a Commissioner subject to removal shall be provided a

bill of particulars establishing the factual basis for the proposed removal at least ten (10) days in advance of the scheduled date for the removal hearing before the Council during which the subject Commissioner will be granted an opportunity to speak and provide a defense. The Council's decision to remove a Gaming Commission shall be final and not subject to further appeal.

### **SECTION 3.3 APPOINTMENT OF COMMISSIONERS**

The Chairman, Vice-Chairman, and Associate Commissioner shall be appointed by the President of the Pawnee Nation and confirmed by a majority vote of the Pawnee Business Council. In the absence of the Chairman, the Vice-Chairman shall serve as Chairman.

### **SECTION 3.4 CONFLICT OF INTEREST**

- 1) No member of the Commission, while serving as such, may engage in any business which is subject to regulation by the provisions of this Ordinance. No member, during his term of office or for two (2) years thereafter, may consult with or in any manner be employed by or own, directly or through a Relative, nominee, or trustee, any interest in any business subject to regulation by this Ordinance.
- 2) Members of the Commission and Commission Staff are prohibited from playing or participating in any promotional or Gaming activity in any Gaming Facility regulated by this Ordinance.
- 3) The Commission will develop and promulgate all regulations, internal agency forms, and/or policies and procedures that it deems necessary and prudent to ensure the integrity and independence of the Commission and its staffing is upheld.
  - a) Such regulations and/or policies and procedures must include guidelines as to when a Commissioner must or should recuse themselves from the consideration of any matter before the Commission, as well as how such recusal is effected and the results of such recusal.
  - b) The Commission may, at its sole discretion, delegate the development of regulations and/or policies and procedures to the staffing of the Commission under the leadership of the Director.

### **SECTION 3.5 MEETINGS**

- 1) Regular Meetings. The Commission shall hold at least one (1) regular meeting per quarter, or as otherwise determined by the Commission.
- 2) Special Meetings. Special meetings may be called at the request of the Pawnee Business Council or two (2) or more members of the Commission.
- 3) Quorum. A quorum shall comprise of two (2) Commission members.

- 4) Voting. All questions arising in connection with the action of the Commission shall be decided by majority vote with each Commission member having one (1) vote.

### **SECTION 3.6 AUTHORITY AND RESPONSIBILITY**

The Commission shall have the power, authority, and responsibility to:

- 1) Conduct appellate hearings over matters challenging the actions or decisions of the Director in accordance with such rules and procedures as the Commission may promulgate;
- 2) Affirm, reverse, or modify actions and/or decisions of the Director, provided that all decisions of the Commission must be issued in writing not more than forty-five (45) days from the date of hearing;
- 3) Administer oaths or affirmations to witnesses;
- 4) By majority vote, authorize the Chairman of the Commission to issue, or cause to be issued, subpoenas commanding the appearance of witnesses or the production of documents, which subpoenas shall be of like effect as if issued by the Tribal Court;
- 5) Promulgate, adopt or develop regulations, provided that all such regulations deemed necessary to clarify or enforce provision(s) of this Ordinance or the Nation 's right and interests established in approved Management Agreements:
  - a) Shall be filed with the Tribal Secretary;
  - b) Shall be public records open to inspection by any person during normal business hours; and
  - c) Except for regulations required by federal law or regulation or the Compact, proposed rules and regulations and proposed amendments to rules and regulations will be published on the Commission's website and must be subject to a thirty (30) day comment period, which comment period may be extended by the Commission at its discretion.
- 6) Deposit all payments, fees, assessments, penalties, interest, and civil fines collected under authority of this Ordinance into accounts designated by the Commission to the credit of the Nation;
- 7) Establish a fine and fee structure and provide periodic updates; and
- 8) Collect fees and assessments as provided for in this Ordinance.



### **SECTION 3.7 QUARTERLY REPORTS**

The Commission will submit a report to the Council on a quarterly basis each calendar year. The report shall include information concerning:

- 1) Funding, including income and expenses, of the Commission;
- 2) Net Revenue and Gross Gaming Revenue received by the Nation from Gaming Operation;
- 3) Recommendations for amendments to this Ordinance, if any;
- 4) A summary of Gaming Licenses issued and denied, by type, during the preceding quarterly reporting period; and
- 5) Any other matter considered appropriate and relevant to the conduct of the Tribal Gaming Operations or the Commission.

### **SECTION 3.8 BUDGET**

The Pawnee Business Council is hereby authorized to appropriate such sums as may be necessary for the adequate operation of the Commission.

### **SECTION 3.9 STAFFING OF COMMISSION**

The Commission's day-to-day regulatory affairs shall be conducted by the Commission's staff to be supervised by an Director.

- 1) The day-to-day regulatory functions and activities necessary to the proper regulation of the Nation's Gaming activities must be conducted in a manner consistent with basic administrative law principles. The Director is responsible for monitoring and enforcing compliance with this Ordinance and any related Tribal ordinances, rules and/or regulations as well as the Indian Gaming Regulatory Act, the Compact, and all other applicable rules and regulations of the United States. Among other functions, duties, and activities, the Director will:
  - a) Secure, monitor, and safeguard the honesty, integrity, fairness and security of all Tribal Gaming Operations;
  - b) Monitor and enforce compliance with all laws and regulations applicable to the Nation's Gaming activities;
  - c) Develop licensing and background procedures applicable to the Gaming Operation and issue Licenses to Gaming and Gaming-related vendors, Key Employees, Primary Management Officials, Standard Employees and Gaming Equipment and Facilities;

- d) Adopt and submit to the Gaming Commission an annual proposed operating budget for joint submission to the Business Council;
- e) Prepare a quarterly report of the status of all its activities and Gaming matters;
- f) Issue, renew, suspend, condition, and revoke Licenses as appropriate and in accordance with the provisions of this Ordinance and basic principles of due process of law;
- g) Conduct background investigations according to requirements at least as stringent as those set forth in 25 C.F.R. Parts 556 and 558;
- h) Create and maintain an investigative report on each background investigation in accordance with the requirements set forth in 25 C.F.R. Parts 556 and 558, which investigative report will include the following, at minimum: 1) steps taken in conducting a background investigation, 2) the results obtained, 3) conclusions reached, and 4) the basis for those conclusions;
- i) Forward results and findings of background investigations of Key Employees and Primary Management Officials to the NIGC and comply with all applicable notice and submission requirements set forth in 25 C.F.R. Parts 556 and 558;
- j) Review License applicant activities, criminal record, if any, and reputation, habits, and associations to make a finding of their suitability for licensure and eligibility for employment in and/or contracting with the Gaming Operation;
- k) Maintain a complete application file for each person and entity either applying for licensure or licensed by the Nation, which file shall contain the License application and background investigation results and findings;
- l) Conduct such audits as may be necessary for the proper control and financial oversight of Gaming activities, including but not limited to financial and operational audits, internal control audits, revenue tracking, and monitoring the integrity of information technology systems;
- m) Ensure that audits as required hereunder are conducted and the reports transmitted to the NIGC;
- n) Ensure that the Nation's Gaming Facilities are constructed, maintained, and operated in a manner that adequately protects the environment and public health and safety;
- o) Monitor Gaming activities to ensure compliance with this Ordinance, the Indian Gaming Regulatory Act, and all other laws applicable to the Nation's Gaming activities, including rules and regulations issued thereunder;
- p) Work with law enforcement and regulatory agencies as needed to carry out the Director's duties and responsibilities;

- q) Investigate possible violations of this Ordinance, the Indian Gaming Regulatory Act, and any other applicable laws and regulations pertaining to the Nation's Gaming activities, including rules and regulations issued thereunder, and take appropriate enforcement actions;
  - r) Ensure compliance with the Nation's internal control standards through oversight and enforcement;
  - s) Implement regulations, standards, and procedures for the licensing of Gaming-Related Vendors, Gaming Financiers, and the registration of all Non-Gaming Vendors;
  - t) In consultation with the Commission, select and retain legal counsel or professional services, including investigative services, to assist in any of the issues over which the Commission exercises jurisdiction;
  - u) Issue such orders and directives as may be necessary to ensure the Nation's compliance with all applicable laws and regulations, including but not limited to notices of violation, orders to compel, and orders to cure;
  - v) Conduct hearings pertaining to all matters arising under this Ordinance, including without limitation, Patron disputes, licensure matters, violations, sanctions, and penalties; and
  - w) Carry out all duties and functions necessary to implement, carry-out and enforce the provisions of this Ordinance, including, but not limited, to the development of internal agency forms, schedules, guidance documents, policies and procedures.
- 2) To ensure that Gaming is conducted fairly and honestly by both the operator and the players, the Commission Staff, under the authority of the Director, is delegated exclusive jurisdiction to hear and decide all matters arising under this Ordinance in the first instance, subject to appellate review by the Gaming Commission.
  - 3) Commission Staff. The Director may hire and supervise staff in accordance with the personnel policies and procedures of the Pawnee Nation, at such rates of pay as shall be reflected in the budget as approved by the Business Council, provided that no Commission employee may be a Relative of the first degree of a member of the Commission, Tribal Manager, Management Contractor, or a member of the Pawnee Business Council.

### **SECTION 3.10 ACCESS TO INFORMATION**

- 1) General Authorization. The Director may secure from any department or agency of the Tribal government, and from cooperating agencies or departments of the government of any Indian tribe, any State, or the United States, information necessary to enable it to carry out its functions hereunder. Upon request of the Director, the head of any department or agency of the Nation shall furnish such information to the Director unless otherwise prohibited by law.

- 2) Distribution. The Director is authorized, upon request for law enforcement purposes or as required by law, to distribute to the National Indian Gaming Commission, and any agency of another federally recognized tribe or state having authority to regulate Gaming or prosecute offenders for violations of the appropriate Gaming laws within the jurisdiction of such tribe or state, such information as it may have available, unless otherwise prohibited by law.

### **SECTION 3.11 ASSESSMENT OF FEES**

- 1) Authorization. The Director may, subject to regulations adopted by the Commission, assess annual fees to be paid to the Commission by each Gaming Operation that is regulated by this Ordinance. The fee imposed on a Gaming Operation may be reduced or waived by the Gaming Commission in the event a Gaming Operation experiences a severe economic hardship or serious natural disaster. The rate of fees imposed under this Section shall be assessed as follows:
  - a) No less than 0.5 percent nor more than 2.5 percent of the first One Million Dollars (\$1,000,000) of the Gross Gaming Revenue, and
  - b) No more than 5 percent of the Gross Gaming Revenue in excess of the first One Million Dollars (\$1,000,000) of the Gross Gaming Revenue from each entity regulated by this Ordinance.
- 2) Non-Payment. Failure to pay the appropriate fees required under any provision of this Ordinance shall, subject to the regulations of the Commission, be grounds for revocation or suspension of the License of the nonpaying entity regulated by this Ordinance.

### **SECTION 3.12 ETHICS**

- 1) The Nation recognizes that the duties of the Commission include making important decisions on highly sensitive issues. As such, the Nation has determined that the Commission and Commission Staff shall be held to extremely high ethical standards. The Commission and its staff shall agree to be bound by the following:
  - a) Endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards listed herein.
  - b) Not use their positions for private gain.
  - c) Not hold financial interests that conflict with the conscientious performance of their duties as regulators.
  - d) Not solicit or accept any gift or other item of monetary value, including complimentary items or services over the amount of \$100 from any person or entity seeking official action or inaction from, doing business with, or conducting activities regulated by the member's organization, or whose interests may be substantially affected by the performance or nonperformance of the Commission's duties.

- e) Make no unauthorized commitments or promises of any kind purporting to bind the Nation or Commission.
- f) Act impartially, in accordance with all relevant Tribal, Federal, and State laws (where applicable), and shall not give preferential treatment to any private organization or individual, including to any persons related to Commissioners or Commission Staff.

## **ARTICLE 4- PAWNEE NATION TRIBAL DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

### **SECTION 4.1 DUTIES OF THE DESIGNATED BUSINESS ENTITY**

It shall be the duty of the "Pawnee Nation Tribal Development Corporation Board of Directors" (hereinafter "Board of Directors"), appointed by the Business Council, to manage and conduct all Class II and Class III Games of a Tribal Gaming Operation in a fiduciary capacity to maximize the Revenues of said operation, to cause to be prepared and submitted to the Pawnee Business Council such reports as may be required by law, to account for all monies and property entrusted to the Tribal Gaming Operation, to collect and pay over all taxes due the Nation and all assessments due to the National Indian Gaming Commission and the Commission, and to perform any other duties as may be required by law.

### **SECTION 4.2 BOARD OF DIRECTORS**

- 1) The Board of Directors shall oversee and control all non-regulatory aspects of the Nation's Gaming Operations through oversight of the Executive Management of the Gaming Facilities and adoption of policies and procedures to govern the Gaming Operations.
- 2) The actions and duties of the Board of Directors shall not violate applicable Gaming laws or interfere with the regulation of the Nation's Gaming Operations by the Commission.
- 3) All members of the Board of Directors shall be fully Licensed by the Commission, prior to any Board of Director assuming the appointment from the Business Council.

### **SECTION 4.3 LICENSE REQUIRED**

- 1) The members of the Board of Directors shall be subject to the same background check and License eligibility requirements as Key Employees and Primary Management Officials found within this Ordinance and regulations promulgated hereunder, and each must be fully Licensed accordingly in order to qualify for and retain office after appointment by the Business Council.
- 2) Appointees of the Board of Directors must be persons of the utmost honesty and integrity; must never have been convicted of a felony or a misdemeanor involving theft, embezzlement or a crime involving moral turpitude; and must be persons whose prior activities, reputation, habits and associations shall not in any way jeopardize the effective regulation of Gaming or the Nation's and the public's trust, confidence or interests.

Appointees shall not be affiliated with or employed by the Gaming Operation in any capacity and shall not gamble in any Gaming Facility run by the Gaming Operation nor assume any personal financial interest in any Gaming by any Patron of the Gaming Facility.

- 3) The Board of Directors or its members shall not have any pecuniary interest in any business or company holding a License under this Ordinance or doing business with any person Licensed under this Ordinance.
- 4) The Board of Directors or its members shall not obtain or hold any interest in real property related to the Nation's Gaming activities, including but not limited to, the lease, sale, or use of that real property for Gaming purposes.
- 5) Such background investigation shall be performed by the Director in accordance with the licensing requirements set forth in this Ordinance. Upon completion of the background investigation, the Director shall notify the Business Council of its decision to grant or deny the License.

#### **SECTION 4.4 STATEMENT OF GROSS GAMING REVENUE AND NET REVENUES**

- 1) The Board of Directors (or Management Contractor, as applicable), shall ensure that:
  - a) Proper accounting standards are followed in relation to the Gaming Operation;
  - b) All necessary books, records, and documentation are maintained in accordance with Generally Accepted Accounting Principles (GAAP); and
  - c) The Gaming Operation prepares monthly financial statements to include a statement of Gross Gaming Revenue, Operating Expenses, and Net Revenues received or collected at each Gaming Facility for each month as well as records of assets and liabilities, monetary transactions, ledgers, journals, and supporting documentation.
- 2) The Board shall verify a monthly financial report, which report shall be filed with the Commission each month. Upon request, the Gaming Operation shall provide the Commission receipts for disbursements of all funds related to Class II Gaming and Class III Games and an itemized list of all disbursements including, but not limited to, Operating Expenses, Equipment Costs, Facility Costs, materials, supplies, Equipment furnished, and prizes paid. The specified reports shall be timely submitted pursuant to regulations adopted from time to time by the Commission.

#### **SECTION 4.5 VERIFICATION OF REPORT**

The Board of Directors shall verify the accuracy of each financial report submitted to the Commission.

## **SECTION 4.6 RECORD RETENTION AND MAINTENANCE**

- 1) Scope. Each Gaming Operation shall keep and maintain sufficient books and records to substantiate the Gross Gaming Revenue, Operating Expenses, and uses of revenues relating to the conduct of Gaming Operations authorized under a License. Included in the records of the activity shall be session summary sheets, operational budgets and projections, and tour/bus attendance and compensation.
- 2) Duty to Account. No Gaming Operation shall fail to account fully for all moneys received or collected in connection with Gaming authorized under this Ordinance.

## **ARTICLE 5- LICENSING**

### **SECTION 5.1 LICENSE REQUIREMENTS**

- 1) Any Person seeking to conduct, operate or manage any Gaming activity on the Nation's Indian Lands shall apply for and receive all the required Licenses from the Commission prior to engaging in such Gaming activity. All Gaming-Related Vendors who directly or indirectly, provide, have provided, or are deemed likely to provide at least twenty-five thousand dollars (\$25,000.00) in Gaming Services in a twelve-month period, shall apply for and receive all required Licenses from Commission prior to providing Gaming services.
- 2) All Gaming Employees shall apply for and receive all required Licenses from the Commission prior to employment. Any person seeking to conduct, operate, or manage Gaming Activities without first obtaining the required Licenses shall be deemed in violation of this Ordinance and shall be subject to fines and penalties set forth within this Ordinance. Gaming Operations Management may request, in writing, a temporary License be issued for a Gaming Employee provided that the employment maintains compliance with all applicable laws and regulations.

### **SECTION 5.2 NATURE OF GAMING LICENSE**

A Gaming License is a revocable privilege, and the issuance shall not create any vested right. A Gaming License is personal to the Licensee or specific to a Gaming Facility and may not be reassigned or transferred except upon approval of the Director.

### **SECTION 5.3 TYPES OF LICENSES TO BE ISSUED**

- 1) The Commission shall require Licenses for all persons and entities for which a Tribal Gaming License is required and each License shall be valid for a term of two (2) years commencing from the date the License is issued, including:
  - a) Primary Management Officials, including all Persons coming within the definition of PMO, such as managers, directors, executives, and members of the Board of Directors as well as any Management Contractor;

- b) Key Employees;
  - c) Gaming-Related Vendors
  - d) Standard Employees; and
  - e) Gaming Financiers.
- 2) Facility License. The Commission shall require a License for all Gaming Facilities and each License shall be valid for a term of three (3) years commencing from the date the License is issued.

#### **SECTION 5.4 GAMING FACILITY LICENSE**

- 1) Gaming Facility. The Commission shall issue a separate License to each place, facility, or location conducting Class II and/or Class III Gaming Operations. Applications for a new Gaming Facility License must contain at a minimum:
- a) A complete legal description of the Gaming Site, including evidence that the Gaming Site is within the territorial jurisdiction of the Nation and the Nation’s Indian Lands;
  - b) A complete and accurate description of the Gaming Facility, including where possible, blueprints, drawings, floor plans, including square footage, utility services, waste services, parking plans, and photographs (or renderings for a facility to be constructed);
  - c) Evidence that the proposed Gaming Facility complies with applicable building and fire laws; and evidence that the Gaming Facility, or proposed, is insurable against fire and other hazards, and that liability insurance may be obtained to protect the public from hazards which may exist in or around the, proposed, Gaming Facility;
  - d) A copy of the insurance policies covering each Gaming Operation or any part thereof shall be filed with the Director; and
  - e) Copies of all inspection reports.
- 2) Fees for Gaming Operations. Gaming Operations shall tender the designated fee or fees to the Commission at the time application is made for a License.
- 3) Facility License renewal will only require the applicant to provide the information contained in Section 5.4(1)(c-f) and the Renewal Fee.

#### **SECTION 5.5 CONSENT TO JURISDICTION**

- 1) Any person who applies for a License under this Ordinance, applies for employment in any Gaming Operation, enters into any contract or agreement with the Gaming Operation, or participates in any Gaming Activity on the Nation’s Indian Lands, shall be deemed to have



consented to the civil jurisdiction of Pawnee Nation. Nothing in this Section shall limit the jurisdiction of the Nation, the Commission, or the Nation's Courts under any circumstances not explicitly contemplated in this Ordinance.

- 2) A Tribal Court of competent jurisdiction may order execution upon property of a Person or entity, the suspension or termination of the Person or entity's further conduct of Gaming activities, and/or the seizure of the Person's or entity's Gaming Equipment or proceeds of other property, upon a finding of the Director, the Commission, and/or the Court that the Person or entity has violated a provision of the Act, regulations of the National Indian Gaming Commission, this Ordinance, or regulations promulgated by the Commission.
- 3) All persons or entities shall be afforded notice and a meaningful opportunity to be heard before any forfeiture action, License revocation or execution on property shall be had; except that no payout of any promotional prize or jackpot may be given to any Person whose name appears on the exclusion list. Excluded Persons may be summarily removed from the premises of the Gaming Facility by Security, which shall promptly notify the Director of such occurrence. The Director may refer any Person whose name is on the exclusion list who enters upon the premises of a Pawnee Nation Gaming Facility to the appropriate law enforcement agency for prosecution for trespass.

## **SECTION 5.6 APPLICATION**

- 1) Each Person having a Management Contract, each Primary Management Official and each Key Employee shall complete any application for an initial License or renewal of an existing Gaming License on an application form prescribed by the Commission. Each Gaming License or renewal License shall be valid for a term of two (2) years commencing from the date the License is issued. The application shall set forth:
  - a) The name under which the applicant transacts or intends to transact business on the Nation's Indian Lands;
  - b) The location of the Gaming Facility for which the Gaming License is sought; and
  - c) The application shall be signed by the applicant if a natural person, or, in the case of an association or partnership, by a member or partner thereof, or in the case of a limited liability company, by a manager thereof, or in the case of a corporation, by an executive officer thereof. The applicant shall provide evidence of authority of the signatory or any other representative to act for and bind the applicant. If any change is made in that authority, the Commission shall be immediately informed in writing and, until that information is filed with the Commission, any action of the representative shall be presumed to be that of the applicant.

## SECTION 5.7 NOTICE FEATURES

- 1) Privacy Act Notice. The following notice shall be placed on the application form of a Key Employee or a Primary Management Official before that form is filled out by an applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 *et seq.* The purpose of the requested information is to determine the eligibility of individuals to be granted a Gaming License. The information will be used by the Tribal Gaming regulatory authorities and by 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 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 License you for 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.

- 2) Notice of Consequences of False Statement. The following notice shall be placed on the application for a Key Employee or Primary Management Official before that form is filled out by an applicant:

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).

- 3) The Commission shall notify existing Key Employees and Primary Management Officials, if any, that they shall either:
  - a) Complete a new application form that contains a notice regarding false statements; or
  - b) Sign a statement that contains the notices.

## SECTION 5.8 APPLICATION FEE

The Commission shall establish a License application fee schedule. The application fee must be paid to the Commission upon submission of a License application. The purpose of the application fee is to defray the direct and indirect costs to be incurred by the Commission in reviewing and evaluating License applications and Management Contracts, including without limitation, costs and expenses for conducting background investigations and employing independent third-party

consultants, accountants, and legal counsel to assist in the License application review and evaluation process.

## **SECTION 5.9 MANNER OF FILING INSTRUMENTS WITH COMMISSION**

Any application, affidavit, return, report, fee, or other instrument, or payment required to be filed with, delivered to, or served upon the Commission by this Ordinance shall be deemed to be properly filed, delivered, or served, as the case may be, if it is filed, delivered or served upon the Chairman of the Commission at the Pawnee Nation Gaming Commission Office, or his designee at the Pawnee Nation Gaming Commission Office as the Commission shall designate in writing.

## **SECTION 5.10 APPLICATION TIMELINE**

All Gaming License Applications, excluding vendor applications, shall be required to be filled out and returned to the Commission office for processing within seven days after issuance. The Commission Staff will assign a tracking number to ensure that the applicant will not exceed the seven days. If the applicant does exceed the seven days requirement the applicant shall reassign a new application with a new tracking number.

## **SECTION 5.11 FINGERPRINTING**

The Commission shall obtain, or cause to be obtained, a current set of fingerprints on each person for whom background investigations are required, using forms supplied by the National Indian Gaming Commission Fingerprints shall be taken by the Pawnee Nation Gaming Commission. Fingerprints will then be forwarded to the NIGC for processing through the Federal Bureau of Investigation and the National Criminal Information Center to determine the applicant's criminal history, if any.

# **ARTICLE 6- GAMING & GAMING RELATED VENDORS**

## **SECTION 6.1 LICENSES FOR GAMING & GAMING RELATED VENDORS**

- 1) Vendors of Gaming Equipment, services and supplies must receive a Gaming-Related Vendor License from the Director in order to transact business with the Tribal Gaming Operation.
- 2) Gaming Related Vendors providing goods or services to the Gaming Operation with a value in excess of \$25,000.00 annually must receive a Gaming Related Vendor License from the Director in order to transact business with the Tribal Gaming Operation.
- 3) Non-Gaming Vendors must be registered with the Commission, which is hereby delegated the authority to operate a registration program for Non-Gaming Vendors pursuant to such regulation as may be adopted by the Commission. Such regulation may provide for appropriate exemptions. Unless exempted by the Commission's regulation, Non-Gaming Vendors must be registered to do business with the Gaming Operation.

- 4) Attorneys and Certified Public Accountants are exempt from the licensing requirements herein to the extent that they are providing services covered by their professional Licenses, provided that such professionals must register with the Gaming Commission.

## **SECTION 6.2 SUBMISSION OF A GAMING & GAMING RELATED VENDOR LICENSE APPLICATION**

To obtain a Gaming or Gaming related vendor License, applicants must complete a vendor application and submit to background checks of the entity, its principals, and any staff which will be on-site to perform services in accordance with the contract or agreement. Principals of a corporation, partnership, or LLC include the entity's officers, directors, managers, owners, partners, non-institutional stockholders that either own 5% or more of the stock or are the 10 largest stockholders, and the on-site personnel under the agreement with the Gaming Operation, as applicable.

## **SECTION 6.3 CONTENTS OF THE GAMING & GAMING-RELATED VENDOR LICENSE APPLICATION**

- 1) Applications for Gaming-Related Vendor Licenses must include the following:
  - a) Name of business, business address, business phone, federal tax ID number (or SSN if a sole proprietorship), main office address if different from business address, any other names the applicant has done business under, type of service applicant will provide;
  - b) Whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity;
  - c) If the applicant is a corporation: the state or jurisdiction of incorporation;
  - d) Trade name, other names ever used, names of any wholly owned subsidiaries or other businesses owned by the vendor or its principals;
  - e) General description of the business and its activities;
  - f) Whether the applicant will be investing in or loaning money to the Gaming Operation and, so, how much;
  - g) A description of any existing and previous business relationships with the Gaming industry generally, including ownership interests in those businesses;
  - h) A list of Indian tribes with which the vendor has an existing or previous business relationship, including ownership, financial, or management interests in non-Gaming activities;
  - i) Names, addresses, and phone numbers of three business references with whom the company had regularly done business for the last five years;

- j) The name and address of any licensing or regulatory agency with which the business has filed an application for a License or permit related to Gaming, whether or not such License or permit was granted;
  - k) If the business has ever had a License revoked for any reason, the circumstances involved;
  - l) A list of lawsuits to which the business has been a defendant, including the name and address of the court involved, and the date and disposition if any;
  - m) List the business' funding sources and any liabilities of \$50,000 or more;
  - n) A list of the principals of the business, their social security numbers, addresses and telephone numbers, title, and percentage of ownership in the company; and
  - o) Any further information the Nation deems relevant.
- 2) The following notice shall be placed on the application form for a vendor and its principals:

Inclusion of false or misleading information in the vendor application may be grounds for denial or revocation of any vendor License issued under this Ordinance.

#### **SECTION 6.4 VENDOR BACKGROUND INVESTIGATION**

The Commission Staff shall complete an investigation of the Gaming-Related Vendor. This investigation shall contain, at a minimum, the following steps:

- 1) Verification of the business' incorporation status and qualification to do business in the State where the Gaming Operation is located;
- 2) Obtain a business credit report, if available, and conduct a Better Business Bureau check on the vendor;
- 3) Conduct a check of the business' credit history;
- 4) Call each of the references listed in the vendor application; and
- 5) Conduct a background investigation of the principals of the business, including a criminal history check, a credit report, and interviews with the personal references listed.

#### **SECTION 6.5 VENDOR LICENSE FEE**

The Gaming Commission will set and charge a licensing fee for investigating and licensing of vendors of the Gaming Operation.

## **SECTION 6.6 VENDOR BACKGROUND INVESTIGATION REPORT**

Commission Staff shall complete an investigative report covering each of the steps taken in the background investigation of the Gaming-Related Vendor and its principals and present it to the Commission.

## **SECTION 6.7 EXEMPTION FOR VENDORS LICENSED BY RECOGNIZED REGULATORY AUTHORITIES**

The Gaming Commission may adopt regulations naming specific licensing authorities that it recognizes and may authorize exemptions to the vendor licensing process for vendors which have received a License from one of the named regulatory authorities.

## **SECTION 6.8 REGISTRATION FOR NON-GAMING VENDORS**

The Gaming Commission will establish by regulation a Non-Gaming Vendor Registration Program to be administered by the Director. At a minimum, the program will include a due-diligence check to verify that the proposed registrant is duly established and in good standing, provided that the Director may expand the scope of the background investigation where warranted in his or her judgment to ensure the registrant's suitability. The Commission may investigate such vendors and may conduct audits of any contract in addition to monitoring the Operation's purchases. Registration may be denied to any entity whose principals are found to be of poor character, reputation or otherwise unsuitable in accordance with the Suitability Standard.

# **ARTICLE 7- BACKGROUND INVESTIGATIONS**

## **SECTION 7.1 REQUIRED BACKGROUND INVESTIGATIONS**

Upon receipt of any appointment, contract, or application of a Management Contractor, Key Employee, Primary Management Official, Standard Employee, Gaming Commissioner, principal of a Gaming or Gaming-Related Vendor, the Commission shall conduct, or cause to be conducted, a background investigation of the above-referenced individual(s). The Commission shall keep confidential the identity of each person interviewed and the documents gathered or reviewed during each background investigation.

## **SECTION 7.2 BACKGROUND INVESTIGATION – KEY EMPLOYEES AND PRIMARY MANAGEMENT OFFICIALS**

- 1) For each Management Contractor, Primary Management Official, and Key Employee, the Commission shall verify all of the following information obtained through the approved application:
  - a) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);

- b) Currently, and for the previous five (5) years, the business and employment positions held, ownership interests in those businesses, business and residence addresses for previous five (5) years, and drivers' license numbers;
- c) The 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 listed under paragraph (b) of this Section;
- d) Current business and residence telephone numbers;
- e) A description of any existing and previous business relationships with the Nation and any other Indian tribes, including ownership interests in those businesses;
- f) A description of any existing and previous business relationships with the Gaming industry generally, including ownership interests in those businesses;
- g) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to Gaming, whether or not such license or permit was granted as well as any suspension, revocation and reason for such;
- h) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, the date, and disposition, if any;
- i) For each misdemeanor conviction or 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;
- j) For each criminal charge (excluding minor traffic charges) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraphs (h) or (i) of this Section, the criminal charge, the name and address of the court involved, the date, and disposition;
- k) The name and address of any licensing or regulatory agency with which the applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- l) A recent photograph;
- m) fingerprints consistent with procedures adopted by the Commission according to 25 C.F.R. § 522.2 (h);
- n) Military information; and
- o) Any other information the Commission deems relevant.

- 2) The Commission shall inquire into the applicant's prior activities, criminal record, if any, and reputation, habits and associations; interview a sufficient number of knowledgeable people such as former and current employers, business associates, personal references, and others to whom referred in order to provide a basis for the Commission to make a finding concerning the eligibility for employment in a Gaming Operation.
- 3) The Commission may inquire into state and local law enforcement agencies, business registration and licensing agencies, and taxing authorities for purposes of conducting inquiry and investigation of the truthfulness and accuracy of all information required for each applicant.
- 4) Commission Staff shall submit a detailed written report to the Commission disclosing the results of the background inquiry, designating areas of inquiry for which incomplete information exists following diligent efforts customary for the subject matter of the particular inquiry, and the disposition of all potential problem areas noted and disqualifying information obtained. The Commission shall render an eligibility determination.

### **SECTION 7.3 REPORT TO THE NATIONAL INDIAN GAMING COMMISSION**

- 1) When a Key Employee or Primary Management Official is employed to work at a Gaming Operation authorized by this Ordinance, the Commission shall forward to the National Indian Gaming Commission a completed Notice of Results.
- 2) The Gaming Operation shall not employ a Key Employee or Primary Management Official who does not have a License after ninety (90) days.
- 3) Notice of Results of Background Investigations.
  - a) Before issuing a License to a Primary Management Official or Key Employee, the Gaming Commission shall prepare a notice of results of the applicant's background investigation which shall be submitted to the NIGC no later than sixty (60) days after the applicant begins working for the Nation.
  - b) The notice of results shall include the following information:
    - i) The applicant's name, date of birth, and social security number;
    - ii) The date on which the applicant began, or will begin, working as a Primary Management Official or Key Employee;
    - iii) A summary of the information presented in the investigative report, including:
      - A) Licenses that have previously been denied;
      - B) Gaming Licenses that have been revoked, even if subsequently reinstated;



- C) Every known criminal charge brought against the applicant within the last 10 years of the date of the application; and
  - D) Every felony offense of which the applicant has been convicted or any ongoing prosecution; and
  - E) A copy of the eligibility determination made in accordance with Section 7.2 and Article 8.
- 4) Record Keeping. With respect to all Licensed Primary Management Officials and Key Employees, the Director shall retain applications for employment, investigative reports, if any, background investigations and eligibility determinations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.
  - 5) Notification to National Indian Gaming Commission. Whenever it appears to the Commission that a proposed License would be consistent with the Act, this Ordinance, and the public interest, it may issue the requested License after thirty (30) days' notice of intent to issue the License to the National Indian Gaming Chairman, unless during the notice period, the Commission is directed by the National Indian Gaming Commission to delay issuance of the License for further investigation. It shall be a condition of the License that each applicant, or proponent thereof, notify the Commission in writing within three (3) business days of any event which would change any of the answers or information submitted with a License application.
  - 6) If the Commission has issued a License to a Primary Management Official or Key Employee before receiving the NIGC's statement of objections, notice and a hearing shall be provided to the Licensee, as required by Article 12.
  - 7) The Gaming Commission shall notify NIGC of the issuance of a License to a Primary Management Official or Key Employee within thirty (30) days.

#### **7.4 OTHER BACKGROUND INVESTIGATIONS**

For each applicant for a Standard Employee License; a Gaming or Gaming-related Vendor License, and non-gaming registrant as well as candidates for appointment to the Gaming Commission and principals of a Gaming or Gaming-Related Vendor, the Commission shall conduct, or cause to be conducted, a background investigation of the above-referenced individual(s) in accordance with the Commission's regulatory requirements. The Commission shall keep confidential the identity of each person interviewed and the documents gathered or reviewed during each background investigation.

**ARTICLE 8- GRANTING A GAMING LICENSE, DENIAL,  
RENEWAL, AND SUSPENSION**

**SECTION 8.1 GRANTING A GAMING LICENSE**

- 1) If, within a thirty (30) day period after the NIGC receives a report, the NIGC notifies the Nation that it has no objection to the issuance of a License pursuant to a License application filed by a Key Employee or a Primary Management Official for whom the Nation has provided an application and investigative report to the National Indian Gaming Commission, the Commission, acting for the Nation, may issue a License to such applicant.
- 2) The Commission shall respond to a request for additional information from the Chairman of the NIGC concerning a Key Employee or a Primary Management Official who is the subject of a report. Such a request shall suspend the thirty (30) day period under paragraph (5) of Section 7.3 until the Chairman of the NIGC receives the additional information.
- 3) If, within the thirty (30) day period described above, the NIGC provides the Director with a Statement itemizing objections to the issuance of a License to a Key Employee or to a Primary Management Official for whom the Director has provided an application and investigative report to the NIGC, the Gaming Commission, upon hearing, shall reconsider the Application, considering the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a License to such applicant.

**SECTION 8.2 DENYING A GAMING LICENSE**

- 1) The Director shall not License a Primary Management Official or Key Employee if an authorized Tribal official determines, when applying the Suitability Standard set forth in this Ordinance, and reviewing a Person's prior activities, criminal record, if any, reputation, habits, and associations, and any violation(s) of Section 10.1 of this Ordinance, that the Person:
  - a) Poses a threat to the public interest;
  - b) Poses a threat to the effective regulation of Gaming; or
  - c) Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of Gaming.
- 2) When the Director does not issue a License to an applicant for a Primary Management Official or Key Employee position, or revokes a previously issued License after reconsideration, it shall:
  - a) Notify the NIGC; and

- b) Forward copies of its eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Record System.

### **SECTION 8.3 LICENSE RENEWALS**

- 1) Every License shall be renewable upon request in such form as the Commission shall, by regulation, determine, provided that the renewal request shall specifically identify any changes in the renewal applicant's original License application or renewal License application, as the case may be, since the issuance of the License being renewed.
- 2) Renewal Fee. The renewal applicant shall pay a License renewal fee established by the Commission.
- 3) Expiration. Each renewed Gaming License shall be valid for a term of (2) year commencing from the date the License renewal is issued.

### **SECTION 8.4 LICENSE REVOCATION**

- 1) Grounds for Revocation. If, after the issuance of a Gaming License, the Director receives from the NIGC, or any other source, reliable information indicating that a Primary Management Official or Key Employee is not eligible for employment, the Director shall:
  - a) Immediately suspend the License;
  - b) Provide the Licensee with written notice of the suspension and proposed revocation; and
  - c) Provide the Licensee with notice of a time and place for a hearing before the full Commission on the proposed revocation of the License.
- 2) The right to a revocation hearing vests only when a License is granted under an ordinance approved by the NIGC Chair.
- 3) Notification to National Indian Gaming Commission. After a revocation hearing, the Commission shall decide to revoke or to reinstate a Gaming License. The Commission shall notify the NIGC of its decision to revoke or reinstate a License within forty-five (45) days of receiving notification from the NIGC that a Primary Management Official or Key Employee is not eligible for employment.

## ARTICLE 9- MANAGEMENT CONTRACTS

### SECTION 9.1 COMMISSION LICENSING OF MANAGEMENT CONTRACTOR REQUIRED

- 1) Any Management Contract entered into by the Nation for the operation and management of Class II and/or Class III Gaming Activity must provide that the parties in interest associated with the Management Contractor shall submit to a suitability determination by the licensing requirements of the Director. The Director may require and obtain the following information:
  - a) The name, address and other additional pertinent background information on each Person including, in cases involving entities, each individual, partner, officer, shareholder, and director comprising such entity having direct financial interest in, or management responsibility for, such Contract; and in the case of a corporation, those individuals who serve on the board of directors of such corporation and each of its stockholders who hold, directly or indirectly, 10% or more of its issued and outstanding stock; and
  - b) A complete financial statement of each Person listed pursuant to subsection (a) above.
- 2) Any Person listed pursuant to subsection (1)(a) above shall be required to respond to such written or oral questions that the Director may propound in accordance with its responsibilities under this Ordinance.
- 3) The Director may require Management Contractors and potential Management Contractors to pay a fee as set from time to time to cover the cost of the investigation necessary to reach a suitability determination as required by the Ordinance.

### SECTION 9.2 PROVISIONS OF MANAGEMENT CONTRACTS

Any Management Contract entered into by the Nation may include the following provisions:

- 1) That accounting procedures are maintained and verifiable financial reports are prepared, by or for the Nation, on a monthly basis;
- 2) For access to daily operations of the Gaming Facility to appropriate Tribal officials and their accountants and assistants, who shall also have a right to verify the daily Gross Gaming Revenue of the Gaming Operation and income made from any Gaming Activity or other activities managed pursuant to the Management Contract;
- 3) For minimum guaranteed payment to the Nation that has preference over the retirement of development and construction costs;
- 4) For an agreed ceiling for the repayment of development and contraction costs;

- 5) For a Contract term not to exceed five (5) years, except that, upon the request of the Nation, a contract term that exceeds five (5) years but does not exceed seven (7) years;
- 6) For grounds and mechanisms for terminating such Management Contract;
- 7) That preference will be given to Tribal members and non-member Indians in hiring of employees for the Gaming Activity; and
- 8) That the whole agreement is subject to review and approval by NIGC.

### **SECTION 9.3 PERCENTAGE OF NET REVENUE FEES**

A Management Contract providing for a fee based upon a percentage of Net Revenues of a Gaming Operation shall not exceed 30% of the Net Revenue unless the Nation is satisfied that the capital investment required, and income projections for such Tribal Gaming Operation, justify an additional fee, subject to approval by the NIGC. In no event will such a fee exceed 40% of Net Revenue.

## **ARTICLE 10- UNLAWFUL ACTS**

### **SECTION 10.1 UNLAWFUL ACTS - CIVIL**

In addition to any other civil and/or criminal acts that may be regulated or prohibited by this Ordinance, other Pawnee Nation law, or applicable federal or state law, the following prohibited activities shall constitute civil violations under this Ordinance and may subject any Person or entity to the enforcement authority of the Director as provided in this Ordinance:

- 1) Gaming Licenses. No person shall operate or conduct any Gaming activity within the exterior boundaries of the Nation's Indian Lands without a Gaming License issued by the Director under this Ordinance. Nor shall any person under the age of eighteen (18) be permitted to participate in Gaming activities or Gaming promotions.
- 2) Falsifying information. No Licensee or applicant will provide false information to the Director, the Nation, or any of its governmental agencies in connection with any document, investigation, or proceeding under this Ordinance.
- 3) Accounting and Inspection. No Management Contractor or Primary Management Official or Director or Executive shall fail to account fully for all monies received or collected in connection with Gaming activities, nor omit the filing of any report required under a Management Contract, the laws or regulations of the Nation, or pursuant to an order, request, or command of the Director.
- 4) Cheating. No person shall engage in Cheating in any Gaming activity in any Nation Gaming Operation, nor shall any person be permitted to engage in fraudulent conduct affecting the Gaming Operation and/or its customers. For the purposes of this subsection, Cheating shall include, but is not limited to:

- a) Altering or misrepresenting the outcome of Gaming or another event on which wagers have been made after the outcome of such Gaming or event has been determined but before such outcome is revealed to the players;
  - b) Placing or increasing a bet or wager after acquiring knowledge of the outcome of the Gaming or event which is the subject of the bet or wager;
  - c) Altering, concealing, or marking cards or other Gaming Equipment or devices such as dice or chips;
  - d) Aiding any person in acquiring knowledge about the forms of Cheating referred to herein for the purposes of increasing or decreasing any bet or wager, or for the purpose of determining the course of play;
  - e) Altering or tampering with any Gaming Equipment;
  - f) Using slugs, tokens, or forged or fraudulent coins or instruments for any Gaming machine or to place a wager in a card game;
  - g) Aiding another person to cheat in any manner;
  - h) Violating any rules of play;
  - i) Using any device, apparatus, or contraption to determine or alter the outcome of play or change the odds of any game, including any calculator, computer, or other electronic or mechanical device to assist in projecting the outcome or odds of such Gaming, to keep track of or analyze cards, or to change probabilities of any game or the playing strategies regularly utilized in such Gaming;
  - j) Reducing the amount wagered or canceling a wager after acquiring knowledge of the outcome of the game or other event which is the subject of the bet or wager; or
  - k) Manipulating any component or part of a game or Gaming Equipment in a manner contrary to the designed and normal operational purpose for such component or part, so as to affect the outcome of the game.
  - l) Any person who is in privity with a person who violates this law shall be deemed to be in violation of this law to the same extent as the violator, and shall be treated accordingly.
- 5) Possession of a Firearm. No person, other than an on-duty law enforcement or security officer duly authorized by Federal, Nation, or State law to be on the premises, may enter into or remain on the premises of a Nation Gaming Facility while in possession of a firearm. For purposes of this section, the term “firearm” includes air guns which are capable of discharging dangerous projectiles or gases, including but not limited to “B.B.’s” or CO2 guns, rifles, shotguns, pistols, or revolvers.

- 6) Violation of Any Provision, Rule, Regulation, or Order. No person shall violate any provision of this Ordinance, any order, regulation, or rule of the Commission, Director, or the NIGC, including any internal controls and/or procedures.
- 7) Fraudulent Scheme or Techniques. No person playing in or conducting any Gaming activity authorized under this Ordinance shall:
  - a) Use bogus or counterfeit cards or dice, or substitutes or use any Game cards or dice that have been tampered with, altered, or marked;
  - b) Employ or have on one's person any Cheating device which may be used to facilitate Cheating in a Gaming activity;
  - c) Use any fraudulent scheme or technique, including when an operator or player of games of charitable Gaming tickets directly or indirectly solicits, provides, or receives inside information of the status of the game for the benefit of either person; or
  - d) Cause, aid, abet, or conspire with another person to violate any provision of this Ordinance or any regulation adopted under this Ordinance.
- 8) Fraudulent Conduct. It shall be a substantial violation of this Ordinance for any person or entity to engage in fraudulent conduct, which includes:
  - a) Defrauding the Nation, the Gaming Operation, any Gaming Operation Licensee, or any game participant in relation to any Gaming activity or promotion;
  - b) Knowingly and maliciously providing false, misleading, or materially inaccurate information that is known to be false with respect in relation to any License application or vendor registration program established by Director;
  - c) Claiming, collecting, taking, or attempting to claim, collect or take money or anything of value in or from a Gaming Facility to which one is not entitled with the intent to defraud; or claiming, collecting, or taking an amount greater than the amount actually won in a game with intent to defraud;
  - d) Falsifying, destroying, wrongfully altering, or intentionally failing to produce any books, data, records, or other information relating to the Gaming Operation required to be produced under applicable laws or regulations;
  - e) Offering or attempting to offer anything of value, to a Licensee in an act that is an attempt to induce, or may be perceived as an attempt to induce, the Licensee to act in a manner contrary to the official duties of that Licensee;
  - f) Acceptance by Licensee of anything of value with the expectation that the receipt of value is intended, or may be perceived as intended, to induce the Licensee to act in a manner contrary to their official duties; and

- g) Entering into any contract or making payment on any contract for the delivery of goods or services to the Gaming Operation, when such contract fails to provide for or result in the delivery of goods or services of less than fair value for the payment made or contemplated.
- 9) Unlawful Conversion/Diversion of Gaming Revenue. It shall be a substantial violation of this Ordinance for any person or entity to divert or convert for personal enrichment Gaming revenues for any purpose not authorized by the Nation.
- 10) Failure to Comply with Regulations. It shall be a violation of this Ordinance for any person or entity subject to the Nation’s jurisdiction to:
  - a) Handle cash or cash equivalents in a manner inconsistent with the Nation’s regulations or internal control procedures;
  - b) Carry out the installation of Gaming machines in a manner that is inconsistent with Federal and Nation rules and regulations;
  - c) Refuse to comply with any lawful order, directive, demand, or request of the Director or the Commission; or
  - d) Take any action which interferes with, impedes, or prevents the Commission or the Director from fulfilling their duties and responsibilities under this Ordinance.
- 11) Gaming Management and Employees. It shall be a violation of this Ordinance for any Gaming manager, employee, or other responsible person or official to:
  - a) Fail to keep appropriate books and records sufficient to substantiate the income and expenses and to verify the propriety of all expenditures and disbursements by any component of the Gaming Operation;
  - b) Falsify any books or financial records related to any transaction connected with holding, operating, or conducting Gaming activity or Gaming promotions;
  - c) Make any unauthorized payments or disbursements related to the operation of Gaming;
  - d) Convert for one’s personal use any funds, property, or other financial assets of the Gaming Operation;
  - e) Place unlicensed or unauthorized Gaming Equipment on the Gaming floor and permit its play; or
  - f) Fail to comply with any lawful order, demand, or directive of the Commission or the Director.



- 12) Facility Compliance with the Ordinance. The management of each Gaming Facility is responsible for ensuring that all Primary Management Officials and Key Employees assisting in the operation of any Gaming activity comply with this Ordinance.
- 13) Discretion of the Director.
  - a) Any person found to be in violation of any of the foregoing by the Director or Commission Staff may be subject to an adverse licensing action or may be permanently or temporarily excluded from the Gaming Facility, or may be subject to such other sanction as may be determined by the Director, including a civil fine assessment, order of admonishment, order to compel, order to cease and desist, or such other order as may be appropriate under the circumstances.
  - b) The Director shall have the discretion to bring enforcement actions or take such action as listed above against any person or entity whose actions present an actual or imminent threat or danger to the public health and safety of the facility and its Patrons or to the integrity of Gaming. The Director will undertake such action under a reasonable and prudent standard with specific documentation to support specific grounds for action.

## **SECTION 10.2 UNLAWFUL ACTS - CRIMINAL**

In addition to any other criminal acts that may be regulated or prohibited by this Ordinance, other Pawnee Nation law, or applicable federal or state law, the following prohibited activities shall constitute crimes against the Pawnee Nation. Violations of this Section 10.2 may be referred by the Commission or the Director to the law enforcement agencies of the Pawnee Nation and/or the Pawnee Nation prosecutor for investigation and/or prosecution. The Commission or the Director may also refer any matter that would constitute a violation of this Section 10.2 to any federal law enforcement agency of competent jurisdiction for investigation and/or prosecution under federal law.

- 1) Cheating. No person shall engage in Cheating in any Gaming activity in any Nation Gaming Operation, nor shall any person be permitted to engage in fraudulent conduct affecting the Gaming Operation and/or its customers. For the purposes of this subsection, Cheating shall include, but is not limited to:
  - a) Altering or misrepresenting the outcome of Gaming or another event on which wagers have been made after the outcome of such Gaming or event has been determined but before such outcome is revealed to the players;
  - b) Placing or increasing a bet or wager after acquiring knowledge of the outcome of the Gaming or event which is the subject of the bet or wager;
  - c) Altering, concealing, or marking cards or other Gaming Equipment or devices such as dice or chips;

- d) Aiding any person in acquiring knowledge about the forms of Cheating referred to herein for the purposes of increasing or decreasing any bet or wager, or for the purpose of determining the course of play;
  - e) Altering or tampering with any Gaming Equipment;
  - f) Using slugs, tokens, or forged or fraudulent coins or instruments for any Gaming machine or to place a wager in a card game;
  - g) Aiding another person to cheat in any manner;
  - h) Violating any rules of play;
  - i) Using any device, apparatus, or contraption to determine or alter the outcome of play or change the odds of any game, including any calculator, computer, or other electronic or mechanical device to assist in projecting the outcome or odds of such Gaming, to keep track of or analyze cards, or to change probabilities of any game or the playing strategies regularly utilized in such Gaming;
  - j) Reducing the amount wagered or canceling a wager after acquiring knowledge of the outcome of the game or other event which is the subject of the bet or wager; or
  - k) Manipulating any component or part of a game or Gaming Equipment in a manner contrary to the designed and normal operational purpose for such component or part, so as to affect the outcome of the game.
  - l) Any person who is in privity with a person who violates this law shall be deemed to be in violation of this law to the same extent as the violator, and shall be treated accordingly.
- 2) Falsifying information. No Licensee or applicant will provide false information to the Director, the Nation, or any of its governmental agencies in connection with any document, investigation, or proceeding under this Ordinance.
  - 3) Possession of a Firearm. No person, other than an on-duty law enforcement or security officer duly authorized by Federal, Nation, or State law to be on the premises, may enter into or remain on the premises of a Nation Gaming Facility while in possession of a firearm. For purposes of this section, the term “firearm” includes air guns which are capable of discharging dangerous projectiles or gases, including but not limited to “B.B.’s” or CO2 guns, rifles, shotguns, pistols, or revolvers.
  - 4) Fraudulent Scheme or Techniques. No person playing in or conducting any Gaming activity authorized under this Ordinance shall:
    - a) Use bogus or counterfeit cards or dice, or substitutes or use any Game cards or dice that have been tampered with, altered, or marked;

- b) Employ or have on one's person any Cheating device which may be used to facilitate Cheating in a Gaming activity;
  - c) Use any fraudulent scheme or technique, including when an operator or player of games of charitable Gaming tickets directly or indirectly solicits, provides, or receives inside information of the status of the game for the benefit of either person; or
  - d) Cause, aid, abet, or conspire with another person to violate any provision of this Ordinance or any regulation adopted under this Ordinance.
- 5) Fraudulent Conduct. In shall be a substantial violation of this Ordinance for any person or entity to engage in fraudulent conduct, which includes:
- a) Defrauding the Nation, the Gaming Operation, any Gaming Operation Licensee, or any game participant in relation to any Gaming activity or promotion;
  - b) Knowingly and maliciously providing false, misleading, or materially inaccurate information that is known to be false with respect in relation to any License application or vendor registration program established by Director;
  - c) Claiming, collecting, taking, or attempting to claim, collect or take money or anything of value in or from a Gaming Facility to which one is not entitled with the intent to defraud; or claiming, collecting, or taking an amount greater than the amount actually won in a game with intent to defraud;
  - d) Falsifying, destroying, wrongfully altering, or intentionally failing to produce any books, data, records, or other information relating to the Gaming Operation required to be produced under applicable laws or regulations;
  - e) Offering or attempting to offer anything of value, to a Licensee in an act that is an attempt to induce, or may be perceived as an attempt to induce, the Licensee to act in a manner contrary to the official duties of that Licensee;
  - f) Acceptance by Licensee of anything of value with the expectation that the receipt of value is intended, or may be perceived as intended, to induce the Licensee to act in a manner contrary to their official duties; and
  - g) Entering into any contract or making payment on any contract for the delivery of goods or services to the Gaming Operation, when such contract fails to provide for or result in the delivery of goods or services of less than fair value for the payment made or contemplated.

## **ARTICLE 11- ADMINISTRATIVE ENFORCEMENT**

### **SECTION 11.1 ACTION TO BE TAKEN**

The Commission may take any one or a combination of the following actions with respect to any Person who violates any provision of this Ordinance:

- 1) Impose a civil fine not to exceed the maximum amount allowed by the National Indian Gaming Commission for each day any violation continues;
- 2) Suspend, condition or revoke any Pawnee Nation Gaming License;
- 3) Exclude such Person from Gaming Facilities;
- 4) Deny prize claims;
- 5) Issue an Order of Admonishment;
- 6) Issue an Order of Censure;
- 7) Refer such Person to the appropriate law enforcement agency for prosecution; and/or
- 8) Issue such other sanction as may appropriate.

### **SECTION 11.2 HEARINGS AND APPEALS TO THE COMMISSION**

- 1) The staffing of the Commission, under the authority of the Director, will adopt public written rules, standards, and/or procedures for the conduct of hearings pertaining to all matters arising under this Ordinance, including without limitation, Patron disputes, licensure matters, violations, sanctions, and penalties, which shall cover the following subjects or include the following provisions, as applicable:
  - a) The Director will act as hearing officer and ensure that such hearings are conducted efficiently and in accordance with the principles of due process of law;
  - b) Hearings will be open to the public;
  - c) The right to a hearing must be invoked following the subject's receipt of written notice thereof within a timeframe to be determined by the Director, which time frame will not be less than five (5) days following receipt by certified mail or in-hand delivery to the subject or their legal counsel or electronic delivery to the subject's legal counsel;
  - d) Hearings must be held within thirty (30) calendar days of the day on which the subject invokes their right to a hearing unless otherwise agreed to by the subject and the Director;

- e) Standards and information regarding the permissibility of evidence, the standard of proof, the burden of proof, procedural logistics, and any motion practice;
  - f) The staffing of the Commission will keep minutes or other records of all hearings as are deemed necessary and/or appropriate by the Director, which records shall be retained for a time to be established in policies and/or procedures promulgated by the Director;
  - g) The Director and the staffing of the Commission may take such steps as are necessary to protect the confidentiality of the Pawnee Nation's proprietary information and to conduct deliberations related to adjudications, including inspections of books, records, and any evidence;
  - h) All decisions of the Director following a hearing will be issued in writing within forty-five (45) days of the hearing and will be deemed final; and
  - i) Any person or entity aggrieved by a final decision made or action taken by the Director may request reconsideration by the Director by writing.
- 2) Any person or entity aggrieved by a final decision of the Director may appeal to have the matter heard by the Commission, regardless of whether such person or entity has sought reconsideration of the Director on the instant matter pursuant to § 11.2 (1)(i) herein. The Commission will promulgate public written rules, standards, and/or procedures for the conduct of hearings held on the subject of such appeals, which shall cover the following subjects or include the following provisions, as applicable:
- a) Standards for a quorum of the Commission, including in circumstances in which one or more of the Commissioners recuses themselves pursuant to regulations, rules, and/or policies and procedures related to conflict of interest adopted pursuant to § 3.4 herein;
  - b) Procedures by which the Commission may select an independent hearing officer to conduct any appeals hearings, as well as the selection criteria for such third-party hearing officer;
  - c) Standards and/or procedures for electing to resolve a Patron dispute via paper submissions in lieu of holding an oral hearing;
  - d) The process by which an aggrieved person or entity may appeal to the Commission, which shall include:
    - i) A deadline to file such an appeal with the Commission within thirty (30) calendar days from the date on which the final decision of the Director is received by the aggrieved Person or entity or their legal counsel by certified mail or via hand

delivery or by the aggrieved Person or entity's legal counsel via electronic communication; and

- ii) The required contents of a petition for appeal, which shall include, at minimum, the specific reasons for the grievance.
- e) Hearings must be held within thirty (30) calendar days of the day on which the aggrieved person or entity files their petition unless otherwise agreed to by the Commission and the aggrieved person or entity;
- f) Hearings will be open to the public;
- g) Standards and information regarding the permissibility of evidence, the standard of proof, the burden of proof, procedural logistics, and any motion practice;
- h) The Commission will keep minutes or other records of all hearings as are deemed necessary and/or appropriate by the Commission which records shall be retained for a time to be established in policies and/or procedures promulgated by the Commission;
- i) The Commission may take such steps as are necessary to protect the confidentiality of the Pawnee Nation's proprietary information and to conduct deliberations related to adjudications, including inspections of books, records, and any evidence;
- j) Upon finding good cause, the Commission may affirm, modify, reverse, and/or vacate the Director's decision; and
- k) All decisions of the Commission following a hearing will be issued in writing within forty-five (45) days of the hearing and will be deemed final.

### **SECTION 11.3 JURISDICTION OF THE PAWNEE COURT**

The Pawnee Courts shall have jurisdiction to review all final orders or actions of the Gaming Commission, as provided herein:

- 1) The Court's review of any action of the Commission provided for herein must be initiated by a notice of appeal filed not later than thirty (30) days after the date the order or action appealed from is entered or taken, provided that the appellant has exhausted all administrative remedies. Failure to seek review as provided herein shall constitute a waiver of all rights of appeal and further shall deprive the Court of jurisdiction over the matter.
- 2) In appeals to the Tribal Court brought pursuant to this section, review shall be limited to the record that was before the Commission at the time of the final decision or action appealed from, including:

- a) The order or decision involved;
  - b) Any findings or reports on which such order is based;
  - c) The notices, pleadings, evidence, and other materials placed into the record before the administrative hearing officer;
  - d) Any minutes or transcriptions made of any hearings; and
  - e) Any other materials entered into the record by the hearing officer. administrative record of its decision.
- 3) The Tribal Court shall afford deference to the expertise of the Commission and shall not set aside, modify, or remand any action or decision or action except upon a finding that such decision, action, or inaction was:
- a) Arbitrary and capricious, an abuse of discretion, or otherwise not in accordance with law;
  - b) Contrary to Tribal law or other applicable controlling law;
  - c) In excess of statutory jurisdiction, authority, or limitation or short of statutory right;
  - d) Without observance of procedure required by law; or
  - e) Unsupported by a preponderance of the evidence in a case reviewed on the record.
- 4) Standing to Seek Review.
- a) Only those persons or entities directly and adversely affected by a decision or action of the Gaming Commission shall have standing to appeal a decision of the Gaming Commission, except where:
    - i) The petitioner is seeking relief against the Commission for an action unduly or unreasonably delayed or withheld, where such inaction is causing articulable harm to the Petitioner; or
    - ii) The petitioner is a Licensee seeking review of an administrative regulation promulgated pursuant to this Ordinance on the grounds that such regulation is arbitrary and capricious, constitutes an abuse of discretion, or is otherwise not in accordance with law.
  - b) Challenges to administrative regulations must be brought within two (2) years of the publication of a final rule.

- 5) Remedies. Upon hearing an appeal hereunder, the Court may:
- a) Affirm, reverse, or modify an order or other action of the Commission, or may or remand a matter as appropriate;
  - b) Command the Commission to take an action it has determined to be unlawfully or unreasonably delayed or withheld; or
  - c) Set aside a regulation of the Gaming Commission upon a finding that such regulation or some portion thereof is arbitrary and capricious, an abuse of discretion, or otherwise not in accordance with law.
- 6) Other Matters.
- a) A petitioner in any appeal brought hereunder shall bear the burden of proof.
  - b) Except as otherwise provided in this Ordinance, the manner and requirements for seeking review of administrative decisions by the Tribal Court shall be in accordance with the Court's rules and procedures.
  - c) A petitioner may be represented by legal counsel in any proceeding or adjudication hereunder at the petitioner's sole expense.
  - d) The Tribal Court shall not award any attorney fees or costs for any matter arising under this Ordinance.
  - e) The filing of every appeal under this Ordinance shall be subject to a nonrefundable filing fee, as established under Tribal law, to be paid to the Clerk of the Tribal Court upon filing.
- 7) The Court may remand any matter to the Commission for further proceedings, as warranted by the circumstances.
- 8) Immunity. As governmental officials of the Pawnee Nation, members of the Commission and the Director and Commission Staff shall be absolutely immune from civil suit in all actions at law or in equity for any actions taken or statements made within the scope of their authority as members of the Commission, or in a good faith belief that their actions or statements were within the scope of their authority. The Pawnee Nation of Oklahoma may defend and indemnify the individual members against any civil suit even if the civil suit alleges actions outside the scope of authority; provided, however, that if a final judgment determines that the Commissioner's actions were, in fact, outside the scope of authority, with no good faith belief that they were otherwise, then the costs of defense may be recovered from the individual members of the Commission by the Pawnee Nation.

## **ARTICLE 12 - RESERVED**



## **ARTICLE 13- APPLICABLE LAWS**

### **SECTION 13.1 CONTROVERSIES INVOLVING CONTRACT**

- 1) All controversies involving contracts relating to Gaming entered into under the authority of the Nation on the Nation's Indian Lands shall be resolved in the Pawnee Tribal District Court, as appropriate, and in accordance with:
  - a) The IGRA;
  - b) Regulations promulgated by the National Indian Gaming Commission;
  - c) FinCEN Regulations;
  - d) This Ordinance;
  - e) Tribal laws, ordinances, regulations, and resolutions;
  - f) Pawnee Tribal District Court decisions; and
  - g) In the event that no Federal or Tribal law, ordinance, regulation, resolution, court precedent exists to address any particular case or controversy, then disputes shall be resolved by looking first to the laws and court decisions of other Indian tribes, and thereafter to the law of the State of Oklahoma. No provision of this Ordinance or regulations promulgated pursuant thereto constitutes a waiver of the Nation's sovereign immunity from suit, except as expressly provided otherwise herein.

## **ARTICLE 14- SERVICE OF PROCESS**

### **SECTION 14.1 GAMING COMMISSION SERVICE AGENT**

The Chairperson for the Business Council is hereby appointed as the agent for service of process. The address for the Chairperson of the Business Council is 881 Little Dee Drive, Pawnee, Oklahoma 74058.

### **SECTION 14.2 MANAGEMENT SERVICE AGENT**

Each Management Contractor shall designate, by written notification to the Commission and the National Indian Gaming Commission, an agent for service of any official determination, order, or notice of violation.

## ARTICLE 15 - PATRON DISPUTES

### SECTION 15.1 PATRON DISPUTES --- PRIZE CLAIMS

- 1) Prize Claims. If a dispute arises between a Patron and the Gaming Operation regarding the payment of a wager or distribution of winnings, the Patron may make a claim against the Gaming Operation by filing a written prize claim notice within forty-eight (48) hours of the event which is the basis of the prize claim. The written notice of the prize claim shall state, at a minimum, the following information:
  - a) Time of the event;
  - b) Date of the event;
  - c) Place of the event;
  - d) Circumstances of the claim;
  - e) Identity of the affected Licensees or employees, if known;
  - f) Amount of the relief demanded; and
  - g) The name, address, and telephone number of the claimant.
- 2) Failure to file the prize claim during such forty-eight (48) hour period of time shall forever bar such prize claim.
- 3) Management shall promptly review, investigate, and make a determination regarding the prize claim. Any portion of the prize claim which remains unresolved after thirty (30) days from the date of filing shall be deemed denied if management fails to notify the claimant in writing of its approval within such thirty (30) day period.
- 4) To appeal Management's decision, the claimant must file an appeal with the Director not later than thirty (30) days after the date of Management decision or within sixty (60) days of the date of the incident if management has failed to notify the claimant in writing of its decision on the claim.
- 5) The maximum amount payable for any prize claim shall be the amount of the prize which the claimant establishes he or she was entitled to be awarded.
- 6) Notices explaining the prize claims procedure shall be prominently posted in the Gaming Facility, and pamphlets describing the same shall be made available to all Patrons of the Gaming Facility.
- 7) A Claimant aggrieved by the decision of the Director may appeal the decision to the Gaming Commission, which may decide the matter on paper submissions or set the matter

for oral hearing. The decision of the Gaming Commission on a prize claim shall be final and not subject to further review.

## **ARTICLE 16- EXCLUSION OR EJECTION OF INDIVIDUALS**

### **SECTION 16.1 EXCLUSION LIST**

The Commission shall provide for the establishment of a list of persons who are to be excluded or ejected from any duly Licensed Gaming Facility. The list shall include any person whose presence in the Gaming Facility is determined by the Commission to pose a threat to the integrity of Gaming Operation or a threat to the health, safety or welfare of employees or Patrons, interests of the Nation, provided that race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation must not be grounds for placing the name of a Person on the list.

### **SECTION 16.2 NOTICE OR OPPORTUNITY TO BE HEARD**

The Director will to the extent practicable notify or attempt to notify Person(s) identified in 16.1 for the purpose of due process for consideration to be placed on the exclusion list.

## **ARTICLE 17- REGULATIONS**

### **SECTION 17.1 PROMULGATING REGULATIONS**

- 1) The Commission shall from time-to-time promulgate and issue regulations governing any aspect of its responsibilities under the Pawnee Nation Gaming Ordinance. Such regulations, so long as they are in furtherance of and not inconsistent with any provisions of the Pawnee Nation Gaming Ordinance, shall have the force of law. Without limitation, the matters to be addressed by such regulations may include the following:
  - a) The timing, manner and procedures applicable to applying for Licenses for Gaming Facility Operators, Gaming Managers, Gaming Manufacturers and Suppliers, Gaming Employees, and Gaming Facilities, as well as the timing, manner, and procedures applicable to applying for a Standard Employee License, including the information to be provided in connection with such applications and the manner in which such applications will be processed;
  - b) The specific types of accounting, organizational and security measures to be in place and functioning at any Gaming Facility licensed under the Commission;
  - c) The grounds for, and procedures for imposition of, any disciplinary action taken against Licensee;
  - d) The public health and safety standard governing the physical plant of the Gaming Facilities, the provision of food and beverages, and the admission of Patrons to the Gaming Facilities; and

- e) The procedures to be instituted by the Gaming Operation to ensure the physical safety of its employees and Patrons, to safeguard its assets when being transported to and from the Gaming Facility and cashier's cage department, and to protect its property and the property of the Patrons from illegal activity.
- 2) The Commission must approve its regulations in proposed form and must then submit such proposed regulation to public comment for a period of no less than thirty (30) calendar days after publication. Following the public comment period, the Commission will again consider its proposed regulations prior to finalization and may submit proposed regulation to the Pawnee Nation Business Council for review. Upon review of proposed regulations, the Commission will then file the final version of such regulations with the Pawnee Nation Business Council Secretary and shall be public records open to inspection by any person during normal business hours.
- 3) In the event the Commission determines that immediate administrative action is necessary to avoid serious jeopardy to the integrity of any Gaming Activity under its jurisdiction, the Commission may, upon making an express written findings as to the urgency of the situation, issue an interim regulation which shall take immediate effect as if final, and shall remain in effect until Steps 1 and 2 are taken.

## **ARTICLE 18 – TORT CLAIMS**

### **SECTION 18.1 TORT CLAIMS**

- 1) Any Patron having a claim against the Gaming Operation for personal injury or property damage shall first file a tort claim notice with the Gaming Operation within ninety (90) days of the date of the alleged injury or damage. The tort claim notice shall state the following:
  - a) Date of the incident;
  - b) Time of the incident;
  - c) Place of the incident;
  - d) Circumstances of the claim;
  - e) The identities of Tribal or Gaming employees, and witnesses, as applicable;
  - f) The amount of compensation or other relief demanded;
  - g) The name, address, and telephone number of the claimant; and
  - h) The name, address, and telephone number of any agent authorized to settle the claim.

- 2) If a claim is not filed within ninety (90) days after the date of the alleged injury or damage, but within one (1) year, any judgment arising from the act which is the subject of the claim shall be reduced by ten percent (10%).
- 3) The Gaming Operation shall promptly review, investigate, and make a determination regarding the tort claim within thirty (30) days from the filing date. Failure to notify the claimant of a decision within the specified 30-day period shall be deemed a denial of the claim.
- 4) To appeal the Gaming Operation's decision, the claimant must file an appeal with the Tribal Court no later than on the thirtieth (30th) day after the date on which the claim was denied by the Gaming Operation.
- 5) The Tribal Court shall have exclusive jurisdiction to adjudicate a claim by a Gaming Patron for personal injury or property damage provided for herein, but only if:
  - a) The purported injury occurred on the premises of a Gaming Facility Licensed under this Ordinance;
  - b) The claimant has filed a timely and valid tort claim notice as provided herein;
  - c) The claimant has followed all required procedures pursuant to Tribal law, including the pertinent terms of any Compact relating to tort claims;
  - d) The Gaming Operation has denied the claim; and
  - e) The claimant has filed an appeal with the Tribal Court no later than on the thirtieth (30th) day after the date the claimant received notice of the denial of the claim by the Gaming Operation.
- 6) Failure to file a tort claim notice within one (1) year of the date of the alleged injury or damage shall deprive the Tribal Courts of jurisdiction over the matter and forever bar such tort claim against the Gaming Operation.
- 7) The maximum amount of damages payable for any tort claim for personal injury or property damage shall be limited to liability insurance coverage maintained by the Gaming Operation which shall, at a minimum, be consistent with any applicable requirements under the Compact.
- 8) Notices explaining the tort claims procedure shall be prominently posted in the Gaming Facility, and pamphlets describing the same shall be made available to all Patrons of the Gaming Facility.

**ARTICLE 19- AMENDMENT OF ORDINANCE AND EFFECTIVE DATE/REPEAL**

**SECTION 19.1 AMENDMENT**

This Ordinance may be amended by majority vote of the Pawnee Business Council. Within fifteen (15) days after adoption, the Pawnee Business Council shall submit any amendment to the Chairperson of the NIGC for approval.

**SECTION 19.2 EFFECTIVE DATE AND REPEAL OF PRIOR ORDINANCES**

This Ordinance shall be effective upon approval of the Chairperson of the National Indian Gaming Commission. Once effective, this Ordinance shall serve to repeal all previous Gaming Ordinances of the Pawnee Nation of Oklahoma.