

National Indian Gaming Commission

Settlement Agreement

SA-09-36

Introduction

This Settlement Agreement ("Agreement") is entered into by and between the Northern Arapaho Tribe ("Tribe"), a federally recognized Indian tribe, and the Chairman of the National Indian Gaming Commission ("NIGC"), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-09-36.

Recitals

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, NIGC regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712, 25 U.S.C. § 2713(a)(1).
2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation ("NOV") to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, on August 27, 2009, the NIGC Chairman issued NOV-09-36 for the Tribe's failure to submit timely quarterly statements and fee payments for the Wind River Casino for the quarters ending September 30th and December 31st of the calendar year 2008, and for the Tribe's failure to submit timely quarterly statements and fee payments for the Little Wind Casino for all quarters of the calendar year 2008.
4. Whereas, the Northern Arapaho Gaming Agency (NAGA) took steps to prevent any future late payment of fees and submission of quarterly statements to the NIGC by issuing a policy on March 16, 2009, and formally approving the policy on September 14, 2009. The NAGA policy requires quarterly statements be submitted to the NAGA a minimum of twenty (20) days prior to the NIGC's submission deadlines for the NAGA's review and concurrence, and that the finalized quarterly statements and fee payments be submitted to the NIGC at least ten (10) days in advance of the NIGC's submission deadline.
5. Whereas the NAGA also took corrective action by issuing a fine of twenty-five hundred dollars (\$2,500.00) to the Tribe for the late payment of fees and submission of quarterly statements to the NIGC.

6. Whereas the Tribe has pre-paid all fees for the Wind River Casino and Little Wind Casino for the remaining quarters of 2009.
7. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of the Notice of Violation No. NOV-09-36.
8. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

Terms of Settlement

9. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement ("Effective Date").
10. The Tribe agrees that it was required to submit timely all quarterly statements and fee payments to the NIGC for the Wind River Casino and Little Wind Casino for the calendar year 2008.
11. The Tribe agrees that it submitted to the NIGC, in an untimely fashion, the quarterly statements and fee payments for the Wind River Casino for the quarters ending September 30th and December 31st of the calendar year 2008, and for Little Wind Casino for all quarters of the calendar year 2008.
12. The Tribe agrees that the failure to submit the quarterly statement and fee payment for the Wind River Casino and Little Wind Casino is a violation of the NIGC regulations.
13. The Tribe agrees to submit on or before October 15, 2009, five hundred fifty-eight dollars (\$558.00) in payment of all fees owed for the Little Wind Casino for calendar year 2008.
14. The Tribe agrees to pay a fine of five thousand dollars (\$5,000.00). The amount of the fine shall be reduced by the amount of the fine issued by the NAGA, twenty-five hundred dollars (\$2,500.00), and the remaining amount of the fine (\$2,500.00) shall be suspended from immediate payment pending the following:
 - a. The suspended amount to be forgiven for timely submission of the quarterly statements and fees for the Wind River Casino and Little Wind Casino for the remaining quarters of calendar year 2009, ending September 30th and December 31st, and all quarters of calendar year 2010.

- b. If the quarterly statements and fees for the Wind River Casino and Little Wind Casino are not submitted timely for the remainder of calendar year 2009 and all of calendar year 2010, i.e., on or before March 31st, June 30th, September 30th and December 31st, the remaining fine will be due within 30 days of the untimely submission.
15. By entering into this Agreement, the NIGC Chairman waives his right to impose any additional civil fine against the Tribe for the matters addressed in NOV-09-36, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation and/or breach of this Agreement.
16. The Tribe agrees upon execution of this Agreement to waive the right to further review the matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577, and judicial review pursuant to 25 U.S.C. § 2714.


Additional Covenants

17. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth in Notice of Violation No. NOV-09-36. Any modifications or waiver of any term in this Agreement must be in writing and signed by both parties.
18. The Tribe stipulates that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).
19. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, successors and assigns.
20. The parties agree that upon the Effective Date, the Agreement shall be a public document and may be published or disclosed by either party.

21. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Northern Arapaho Tribe

National Indian Gaming Commission


Harvey T. Spoonhunter, Chairperson
Northern Arapaho Business Council

Philip N. Hogen, Chairman

9/18/2009
Date

Date

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Northern Arapaho Tribe

National Indian Gaming
Commission

Harvey T. Spoonhunter, Chairperson
Northern Arapaho Business Council



Philip N. Hogen, Chairman

Date

9-21-2009

Date