

NATIONAL
INDIAN
GAMING
COMMISSION

DEC - 7 1993

Martin J. Antone Sr., Chairman
Ak-Chin Indian Community
42507 W. Peters & Nall Road
Maricopa, Arizona 85239

Dear Chairman Antone:

This letter responds to your request to review and approve the tribal gaming ordinance submitted on September 7, 1993, and amended on November 30, 1993, for the Ak-Chin Indian Community (the Community). This letter constitutes such approval under the Indian Gaming Regulatory Act (IGRA).

Under the IGRA and the regulations of the National Indian Gaming Commission (NIGC), the Chairman is directed to review ordinances with respect to the requirements of the IGRA and the implementing regulations. Thus, the scope of the Chairman's review and approval is limited to the requirements of the IGRA and the NIGC regulations. Provisions other than those required under the IGRA or the NIGC regulations that may be included in a tribal ordinance are not subject to review and approval. Also, such approval does not constitute approval of specific games.

It is important to note that while we have approved the Community's gaming ordinance, the Community must still modify the description of procedures for conducting background investigations on key employees and primary management as discussed with the NIGC staff. Also, it is important to note that the gaming ordinance is approved for gaming only on Indian lands as defined in the IGRA.

With the Chairman's approval of the Community's gaming ordinance, the Community is now required to conduct background investigations on its key employees and primary management officials. The NIGC expects to receive a completed application for each key employee and primary management official pursuant to 25 C.F.R. § 556.5(a) and an investigative report on each background investigation before issuing a license to a key employee or primary management official pursuant to 25 C.F.R. § 556.5(b).

Thank you for submitting the ordinance of the Ak-Chin Indian Community for review and approval. The NIGC staff and I look forward to working with you and the Community in implementing the IGRA.

Sincerely yours,

Anthony J. Hope

Anthony J. Hope
Chairman

APPROVED

AK-CHIN COMMUNITY GAMING CODE
Superseding and replacing in its entirety the
Ak-Chin Community Gaming Ordinance
enacted on January 19, 1993.

SECTION 1. STATEMENT OF POLICY. It is the purpose of this Code to provide for the sound regulation of all gaming activities on lands within the jurisdiction of the Ak-Chin Indian Community, in order to protect the public interest in the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, to strengthen tribal self-government and to promote the economic self-sufficiency of the Ak-Chin Indian Community. This Code constitutes the ordinance of the Ak-Chin Indian Community regulating Class II and Class III Gaming contemplated by Section 11(b)(2) and Section 11(d)(1)(A) of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. 2710(b)(2) and 2710(d)(1)(A).

SECTION 2. DEFINITIONS. For purpose of this Code:

- (a) "Act" means the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. 2701 et seq. and 18 U.S.C. 1166-1168.
- (b) "Agency" means the Ak-Chin Indian Community Gaming Agency, established by Section 6 of this Code.
- (c) "Chairman" means the Chairman of the Agency. ||
- (d) "Class I Gaming" means class I gaming as defined in Section 4(6) of the Act, 25 U.S.C. 2703(6) and the regulations promulgated thereunder.
- (e) "Class II gaming" means Class II gaming as defined in Section 4(7)(A) of the Act, 25, U.S.C. 2703(7)(A) and the regulations promulgated thereunder.
- (f) "Class III gaming" means all forms of gaming that are not Class I Gaming or Class II Gaming.
- (g) "Code" means this Ak-Chin Community Gaming Code.
- (h) "Community" means the Ak-Chin Indian Community.
- (i) "Compact" means the Tribal-State Compact between the Ak-Chin Indian Community and the State of Arizona, dated as of June 24, 1993, as it may be amended from time to time.
- (j) "Distributor" means any person, firm or corporation that distributes Gaming Devices, or component parts thereof, used or to be used in a Gaming Operation.
- (k) "Electronic Game of Chance" means a microprocessor-controlled electronic device which allows a player to play games of

chance, some of which are affected by skill, which device is activated by the insertion of a token, coin or currency, or by the use of a credit, and which awards game credits, cash, tokens, prizes of value or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash. Play of an Electronic Game of Chance may be displayed by:

(i) video facsimile; or

(ii) mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence or lack of a winning combination and pay-out, if any.

(l) "Executive Director" means the Executive Director of the Agency appointed pursuant to Section 6(c) of this Code.

(m) "Gaming" means Class II Gaming and Class III Gaming. The term "Gaming," as used in this Code, does not include Class I Gaming.

(n) "Gaming Device" means, collectively, any Electronic Game of Chance, Slot Machine or Video Game of Chance.

(o) "Gaming Employee" means any person employed in the operation or management of any Gaming Operation, whether employed by or contracted to the Community, or by any person or entity providing on or off-site services to the Community within or without any Gaming Facility, including, but not limited to, managers and assistant managers, accounting personnel, surveillance personnel, security personnel, cashiers, supervisors, shift bosses, machine mechanics, gaming consultants, management companies and their principals, and any other natural person whose employment duties require or authorize access to restricted areas of any Gaming Facility not otherwise open to the public.

(p) "Gaming Facility" means any building, room or rooms, or that portion of a room, in which Gaming is conducted on the Reservation.

(q) "Gaming Operation" means any enterprise on the Reservation for the conduct of Gaming.

(r) "Gaming Service" means any goods, services or concessions provided by contract to the Community or to a Manager in connection with the operation of Gaming in an amount in excess on five thousand dollars (\$5,000.00) in any calendar month, except for professional, legal or accounting services. No contract may be broken up into parts for the purpose of avoiding this definition and any requirement of licensure or certification contained under this Code or in the Compact.

(s) "Key Employee" means an employee of a Gaming Operation, whether or not a Gaming Employee, who performs one or more of the following functions:

- (i) bingo caller,
- (ii) counting room supervisor,
- (iii) chief of security,
- (iv) custodian of gaming supplies or cash,
- (v) floor manager,
- (vi) pit boss,
- (vii) dealer,
- (viii) croupier,
- (ix) approver of credit,
- (x) custodian of Gaming Devices, including persons with access to cash and accounting records within such devices, an
- (xi) if not otherwise included in clauses (i) through (x) of this definition, any other person whose total cash compensation is in excess of \$50,000 per year or, if not otherwise included, the four most highly compensated persons in any Gaming Operation.

(t) "Management Contract" means a contract between the Community and a Manager for the Management of a Gaming Operation, including any related subcontracts and collateral agreements.

(u) "Manager" means a person, firm or corporation with whom the Community enters into a Management Contract.

(v) "Manufacturer" means a person, firm or corporation that manufactures Gaming Devices, or component parts thereof, used or to be used in a Gaming Operation.

(w) "National Indian Gaming Commission" means the National Indian Gaming Commission established pursuant to Section 5 of the Act, 25 U.S.C. 2704.

(x) "Net Revenues" of any Gaming Operation means the gross revenues of such Gaming Operation less amounts paid out as, or paid for, prizes and less total operating expenses, determined in accordance with generally accepted accounting principles, but excluding management fees paid to a Manager within the meaning of

Section 12(c) of the Act, 25 U.S.C. 2711(c).

(y) "Primary Management Official" means:

(i) the person having management responsibility for a management contract;

(ii) any person who has authority:

(1) to hire and fire employees; or

(2) to set up working policy for the gaming operation; or

(iii) the chief financial officer or other person who has financial management responsibility.

(z) "Principal" means:

(i) any natural person having an interest in the contract in question,

(ii) with respect to a trust, any beneficiary or trustee,

(iii) with respect to a partnership, any partner,

(iv) with respect to a corporation, any person who (a) is a director thereof or (b) is one of the ten largest holders of the issued and outstanding stock thereof, alone or in combination with any other stockholder who is such person's spouse, parent, child or sibling,

(v) with respect to any entity other than a natural person that has an interest in a trust, partnership or corporation, all parties of that entity, and

(vi) with respect to any entity, any person, firm or corporation (other than a federally regulated financial institution) that has provided more than ten percent of the outstanding financing of such entity.

(aa) "Reservation" means, for the purpose of this Code:

(i) all land within the exterior boundaries of the Ak-Chin Indian Reservation, as recognized by the United States Secretary of the Interior as of October 17, 1988, and

(ii) all lands title to which is either held in trust by the United States for the benefit of the Community, or held by the Community subject to restriction by the United States against alienation, and was so held on October 17, 1988, and

(iii) any lands title to which is either held in trust by the United States for the benefit of the Community and which are described in Section 20(a)(1) or Section 20(b)(1) of the Act, 25 U.S.C. 2719(a)(1) or 2719(b)(1).

(bb) "Slot Machine" means any mechanical or electronic device into which a player deposits coins, currency or tokens and from which coins, currency or tokens are paid out when a particular, randomly determined configuration of symbols appears on the reels or screen of the device.

(cc) "State" means the State of Arizona, its authorized officials, agents and representatives.

(dd) "State Gaming Agency" means the agency of the State as the Governor of the State may from time to time designate by written notice to the Community as the state agency primarily responsible for oversight of the Class III Gaming as authorized by the Compact.

(ee) "Technical Standards" means the operational standards for Gaming Devices set forth in the Compact.

(ff) "Video Game of Chance" means a game of chance played on microprocessor-controlled devices that simulate games commonly referred to as poker, blackjack, craps, hi-lo, keno, roulette, line-up-symbols and numbers, or other common gaming forms, which are activated by the insertion of a coin, token or currency and which award coins, tokens, currency, additional plays or a written or displayed statement of the amount of a prize which is redeemable for cash and/or contains a meter or device to record unplayed credits or replays.

SECTION 3. AUTHORIZATION OF GAMING ACTIVITIES.

(a) Class I Gaming. The conduct of Class I Gaming on the Reservation is not governed by this Code.

(b) Class II Gaming. The Community is hereby authorized to conduct any and all forms of Class II Gaming on the Reservation.

(c) Class III Gaming. The Community is hereby authorized to conduct any and all forms of Class III Gaming on the Reservation that are authorized to be conducted under the Compact.

SECTION 4. COMPLIANCE WITH THE ACT AND COMPACT.

(a) Compliance with the Act. This Code shall be construed in a manner that conforms to the Act in all respects. If this Code is inconsistent with the Act in any manner the provisions of the Act shall govern.

(b) Compliance with the Compact. With respect to the conduct and regulation of Class III Gaming, this Code shall be construed in a manner that conforms to the Compact in all respects. If this Code is inconsistent with the Compact in any manner the provisions of the Compact shall govern.

SECTION 5. GENERAL PROVISIONS GOVERNING THE CONDUCT OF CLASS II AND CLASS III GAMING.

(a) Ownership. As required by Section 11(b)(2)(A) of the Act, 25 U.S.C. 2710(b)(2)(A), the Community shall have the sole responsibility for the conduct of all Gaming on the Reservation and the sole proprietary interest in any Gaming Operation. Nothing in this Code shall:

- (i) preclude the Community from entering into a Management Contract as authorized under Section 12 of the Act, 25 U.S.C. 2711, or
- (ii) restrict the exercise by any secured party of its rights under any collateral lease, security interest or other financing agreement to enforce a lien on or security interest in any personal property encumbered thereby, or to enforce its rights against revenues derived by the Community from Gaming for the purpose of repayment of debt obligations of the Community to such secured party in accordance with the provisions of such obligations, provided that no entity or person other than the Community shall have any proprietary interest in any Gaming Operation.

(b) Application of net revenues. In compliance with Section 11(b)(2) and (3) of the Act, 25 U.S.C. 2710(b)(2) and (3), Net Revenues from Gaming shall be used only for the following purposes, as more particularly determined by the Ak-Chin Community Council:

- (i) to fund Community government operations or programs;
- (ii) to provide for the general welfare of the Community and its members;
- (iii) to promote the Community's economic development;
- (iv) to donate to charitable organizations;
- (v) to help fund operations of local government agencies, or
- (vi) any other purposes permitted under the Act.

(c) Public Safety Standards. In compliance with Section 11(b)(2)(E) of the Act, 25 U.S.C. 2710(b)(2)(E), the construction and maintenance of any Gaming Facilities, and the operation of all

gaming, shall be conducted in a manner which adequately protects the environment and the public health and safety. For this purpose, all requirements of the Compact and all health, safety and environmental standards enacted by the Community shall apply to all Gaming Facilities.

SECTION 6. AK-CHIN INDIAN COMMUNITY GAMING AGENCY

(a) Establishment. The Ak-Chin Indian Community Gaming Agency is hereby established.

(b) Membership. The membership of the Agency shall consist of a Chairman and four other members, each of whom shall be appointed by the Community Council. At least three members of the Agency shall be members of the Community; no member of the Agency shall be an employee of any Gaming Operation. Two of the initial members of the Agency shall serve for terms ending on January 15, 1995, and three of the initial members, including the initial Chairman, shall serve for terms ending on January 15, 1996. Thereafter, members shall serve for two-year terms. Vacancies in the Agency shall be filled by appointment by the Community Council, and members may be appointed to successive terms. The members of the Agency shall serve on a part time basis and the compensation of the members shall be established by the Community Council. Members of the Agency may be removed for cause by the vote of a majority of the members of the Community Council then in office.

(c) Executive Director. The Agency shall employ an individual to serve as Executive Director of the Agency to administer its responsibilities as necessary and to oversee inspectors appointed by the Agency as well as such other staff as the Agency may from time to time employ. The Executive Director shall serve at the pleasure of the Agency and may be removed at any time, with or without cause, by the vote of a majority of the members of the Agency then in office. The Executive Director shall have the power, in the name of the Agency, to conduct any hearing, investigation or inquiry, to compel the production of any information or documents, and otherwise to exercise all investigatory powers of the Agency under this Code. The Executive Director shall be responsible for coordination of the functions of the Agency with the State Gaming Agency and other federal, state and local agencies as necessary. The Executive Director shall be the agent of the Community for the service by the National Indian Gaming Commission of any official determination, order or notice of violation under 25 C.F.R. 519.1. The Agency may direct the Executive Director to conduct a preliminary investigation and to render a recommendation to the Agency with respect to the grant or denial of any license, the imposition of any penalty, the investigation of any complaint, or any other action within the jurisdiction of the Agency under this Code.

(d) Powers and duties of Agency. The Agency shall have the

following powers and duties:

- (i) The Agency shall have primary responsibility for oversight of all Gaming in order to ensure the integrity thereof. For that purpose, the Agency shall employ Agency inspectors under Section 7 of this Code.
- (ii) The Agency may, on its own initiative, investigate any aspect of any Gaming Operation in order to protect the public interest in the integrity of Gaming and to prevent improper or unlawful conduct. The Agency shall investigate any report of a failure of any Gaming Operation to comply with the provisions of the Compact or this Code. The Agency may require any Gaming Operation to take any corrective action deemed necessary by the Agency upon such terms and conditions as the Agency may determine appropriate.
- (iii) The Agency shall carry out each of the responsibilities and duties set forth for the Agency in the Compact, and shall adopt procedural resolutions in accordance with Section 6(e) of this Code.
- (iv) The Agency shall issue and revoke licenses in accordance with Section 8 of this Code.
- (v) The Agency shall require each Manger to prepare a plan for the protection of public safety and the physical security of patrons of Gaming Facilities, setting forth the respective responsibilities of the Agency, the security departments of the Gaming Operations, any Community police agency, and, if appropriate, any State or local police agency. Such plan, and any subsequent modifications thereof, shall be submitted to and reviewed by the Agency and, after such review, shall be adopted with such modifications as the Agency shall deem proper.
- (vi) The Agency shall review and approve floor plans and surveillance systems for each Gaming Facility and may confer with the State Gaming Agency or other organizations regarding the adequacy of such plans and systems.
- (vii) The Agency may promulgate, review, and revise as necessary, regulations to govern the operation and management of any and all Gaming.
- (viii) The Agency shall establish a list of persons barred from the Gaming Facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of Gaming.

- (ix) The Agency shall review the Technical Standards and rules of each Gaming Device operated by any Gaming Operation, shall ensure that such Gaming Devices conform to the Technical Standards and rules, and shall, in accordance with the Compact, propose to the State Gaming Agency any changes to such Technical Standards and rules as the Agency deems appropriate.
- (x) The Agency shall enforce all Community health and safety standards applicable to Gaming Facilities. The Agency shall issue a certificate of compliance to each Gaming Operation upon a determination that the Gaming Facility complies with such standards.
- (xi) The Agency may impose penalties for violations of this Code or the Compact in accordance with Section 10 of this Code.
- (xii) The Agency may, in the name of the Community, bring any civil action or criminal complaint in the courts of the Community, the State or the United States to enforce the provisions of this Code, the Act or the Compact or to enjoin or otherwise prevent any violation of this Code, the Act or the Compact.
- (xiii) The Agency may receive any complaint from any person, including the gaming public or any employee of any Gaming Operation, who is or who claims to be adversely affected by any act or omission of a Gaming Operation or any employee thereof and which is asserted to violate this Code, the Compact or the Act, and may impose such remedial action as it deems appropriate to bring the Gaming Operation into compliance with such provisions. The Agency may for this purpose, in its sole discretion, conduct a hearing and receive evidence with regard to such complaint if it deems an evidentiary proceeding useful in the resolution of such complaint.
- (xiv) The Agency shall adopt an annual operating budget which shall be subject to the approval of the Community Council.
- (xv) The Agency may employ such staff from time to time as it deems necessary to fulfill its responsibilities under this Code and the Compact, and may retain legal counsel, consultants and other professional services, including investigative services, to assist it with respect to any of the issues over which the Agency exercises jurisdiction. The expenses of the Agency shall be assessed against the Gaming Operations in accordance with an allocation formula adopted by the Agency, and the Gaming Operations shall pay such assessments to the

Community.

- (xvi) The Agency may compel any licensee, any person employed by a Gaming Operation and any person doing business with a Gaming Operation to appear before it and to provide such information, documents or other materials as may be in their possession to assist in any investigation conducted by the Agency.
- (xvii) The Agency shall establish a schedule of fees and charges for the issuance of licenses, including application fees and annual renewal fees. In addition, the Agency may impose such fees on licensees as are reasonably related to the making of background investigations and the costs of enforcement of this Code and of the licenses issued hereunder.
- (xviii) The Agency shall require each Distributor and Manufacturer to verify under oath, on forms prescribed by the Agency, that the Gaming Devices distributed or manufactured by them for use at any Gaming Facility comply with the Technical Standards and all requirements of this Code and the Compact. The Agency may require the testing of any Gaming Device, at the expense of the Distributor or Manufacturer thereof, to ensure such compliance.

(e) Procedures of the Agency. The Agency shall conduct its operations in accordance with procedural resolutions adopted in accordance with Section 6(d) of this Code. Such resolutions shall include the following provisions:

- (i) Regular meetings of the Agency may be held upon such notice, or without notice, and at such time and place as shall from time to time be fixed by the Agency. Unless otherwise specified by the Agency, no notice of such regular meetings shall be necessary.
- (ii) Special meetings of the Agency may be called by the Chairman or the Executive Director upon such notice as the Agency shall provide. The person calling the special meeting shall fix the time and place thereof. Neither the business to be transacted at, nor the purpose of, any special meeting of the Agency need to be specific in the notice of the meeting.
- (iii) At any meeting of the Agency, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Agency, except where this Code otherwise requires an action to be taken by the vote of

a majority of the members of the Agency then in office. The Chairman shall preside at all meetings of the Agency, unless the Chairman designates another member to preside in his absence. The Chairman or other presider shall have a vote on all matters.

- (iv) Any action required or permitted to be taken at a meeting of the Agency may be taken without a meeting if all of the members of the Agency sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of the Agency, and shall have the same effect as a unanimous vote of the Agency at a legal meeting thereof.
- (v) Members of the Agency may participate in a meeting of the Agency by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in such manner by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.
- (vi) Any hearing conducted by the Agency under this Code may, at the direction of the Agency, be conducted by the Executive Director or by one or more members of the Agency designated by the Agency for that purpose.
- (vii) The Agency may adopt such additional procedures and rules as it deems necessary or convenient to govern its affairs and which are consistent with this Code and the Compact.

(f) Temporary Orders. The Chairman, or any other member of the Agency acting in the absence of the Chairman, may, whenever he deems it necessary to protect the public interest in the integrity of Gaming, issue temporarily in the name of the Agency any order that the Agency has the power to issue to a Gaming Operation, to a Gaming Employee or to any employee or contractor of a Gaming Operation or to any other person within the jurisdiction of the Community, to take any action or to cease and desist from any action as may be required to protect the public interest. Any such temporary order shall be subject to review by the Agency at its earliest opportunity and, if not confirmed by the Agency within 72 hours from its initial issuance, shall expire.

(g) Prohibition. No member or employee of the Agency shall participate as a player in any Gaming activity conducted on the Reservation.

SECTION 7. AGENCY INSPECTORS. For the purpose of ensuring the integrity of all Gaming, the Agency shall employ non-uniformed

inspectors who shall report directly to and be under the sole supervision of the Agency and not under the supervision of any Manager or any Gaming Operation. Agency inspectors shall have unfettered access to all facilities of all Gaming Operations at all times, including all Gaming Facilities and all other locations where any equipment, goods, supplies, books, records or other material relating to Gaming is kept or stored; for such purposes, personnel employed by any Gaming Operation shall provide Agency inspectors access to locked and secure areas of the Gaming Facilities or such other locations without restraint. Agency inspectors shall report to the Agency regarding any failure by a Gaming Operation to comply with any of the provisions of the Compact or this Code or any other applicable Community laws and ordinances. Agency inspectors may also receive customer complaints with respect to any Gaming Operation and shall assist in seeking voluntary resolution of such complaints. Agency inspectors shall be licensed as Gaming Employees in accordance with Section 8 of this Code.

SECTION 8. LICENSING

(a) Burden of Proof. It is the determination of the Community that the Public Interest in the integrity of Gaming is such that the burden of proof to establish fitness to obtain or maintain a license under this Code shall be upon the applicant or licensee, as the case may be.

(b) License Requirements. In compliance with Section 11(b)(2)(F) of the Act, 25 U.S.C. 2710(b)(2)(F), the following individuals and entities shall be subject to the background investigation and licensing requirements of this Code and, in the case of any person, firm or corporation involved in the conduct of Class III Gaming the Compact:

- (i) each Gaming Employee,
- (ii) each Key Employee,
- (iii) each Primary Management Official
- (iv) each Gaming Operation and Manager and each Principal thereof,
- (v) each Distributor and Manufacturer,
- (vi) each Gaming Facility,
- (vii) each provider of a Gaming Service, and
- (viii) each person, firm or corporation providing financing for any Gaming Operation, Gaming Facility or any part thereof (other than an agency of the United States, a member

institution of the Federal Deposit Insurance Corporation or an institution regulated by the Comptroller of the Currency).

The Community shall notify the State Gaming Agency and the National Indian Gaming Commission of the results of any licensing process in accordance with the Compact and such regulations or procedures as the National Indian Gaming Commission may establish.

(c) Application Forms.

- (i) The following notices shall be placed on the application form for an license before that form is filled out by an applicant for a license for a Primary Management Official or a Key Employee:

"In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official or key employee position.

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

A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001.)"

- (ii) Holders of existing licenses by Primary Management Officials or Key Employees shall be notified in writing that they shall either:

(a) complete a new application form that contains the

notice set forth in Section 8(c)(i); or

(b) sign a statement that contains the notices set forth in Section 8(c)(i) and consent to the routine uses described in those notices.

(d) General Provision of Licenses.

- (i) Each license issued by the Agency shall expire (subject to renewal) not later than one year after the date of its issuance.
- (ii) If, under the Compact, a State certificate is required by a prospective licensee, no license shall be issued by the Agency to such prospective licensee until such State certificate is issued.
- (iii) After a license has been issued, the Agency may, at any time, at the expense of the licensee, conduct such background or other investigation as it may deem appropriate with respect to the licensee. If such subsequent investigation discloses information that would have made the licensee ineligible for the license if such information had been known prior to the issuance of the license, the Agency shall revoke the license in accordance with this Section 8.
- (iv) If, after the issuance of a license, an event occurs that would have made the licensee ineligible for the license if such event had occurred prior to the issuance of the license, the Agency shall revoke the license in accordance with this Section 8.
- (v) If, after the issuance of a license to a licensee who is obligated to obtain a State certificate under the Compact, the State certificate is revoked, the Agency shall revoke the license in accordance with this Section 8.

(e) Background Investigations. The Agency shall conduct, or cause to be conducted, background investigations of all license applicants and shall deny or revoke such licenses for any applicant whose prior activities, criminal record, if any, or reputation, habits and associations, or the prior activities, criminal record, if any, or reputation, habits and associations of the Principals thereof, pose a threat to the public interest or to the effective regulation of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming.

The Agency shall request all of the following information from each license applicant:

1. full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
2. currently and for the previous five years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;
3. the names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under the foregoing clause (2);
4. current business and residence telephone numbers;
5. a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
6. a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
7. the name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
8. for each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
9. for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic charges), within ten years of the date of the application, the name and address of the court involved and the date and disposition;
10. for each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten years of the date of the application and is not otherwise listed pursuant to clause (8) or (9), the criminal charge, the name and address of the court involved and the date and disposition;
11. the name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

12. a current photograph;
13. any other information the Agency deems relevant; and
14. fingerprints consistent with procedures adopted by the Agency according to 25 C.F.R. § 522.2(h)

In conducting a background investigation, the Agency shall keep confidential the identity of each person interviewed in the course of the investigation.

Before issuing a permanent license to a Gaming Employee, a Key Employee, a Primary Management Official, Manager or a Principal of a Manager, the Agency shall forward the results of the background investigation to the National Indian Gaming Commission in such form as shall be required by the National Indian Gaming Commission, in accordance with such regulations or procedures as the National Indian Gaming Commission may establish. The Agency shall consider any objections of the National Indian Gaming Commission in determining whether to issue the requested license.

If the Agency determines, on the basis of the background investigation and such other information as it may obtain, that an applicant is qualified for a license, the Agency may, but shall not be required to, issue such license. The Agency, at its sole discretion, may impose any qualifications to such license it deems appropriate, or may refuse to issue such license despite an applicant's qualifications.

(f) Licensure of Gaming Facilities. No Gaming shall take place at any Gaming Facility unless such Gaming Facility has a current license issued by the Agency for the conduct of such Gaming at such Gaming Facility. A separate license shall be issued for each Gaming Facility; such license shall specify whether Class II Gaming, Class III Gaming or both is permitted to be conducted therein.

No license shall be issued to any Gaming Facility unless:

- (i) the floor plans and surveillance systems for such Gaming Facility have been reviewed and approved by the Agency as required by Section 6(d)(vi) of this Code, and
- (ii) the Agency has issued a certificate of compliance with respect to such Gaming Facility as required by Section 6(d)(x) of this Code.

(g) Licensure of Gaming Employees, Key Employees and Primary Management Officials. No person shall be employed as a Gaming Employee, a Key Employee or a Primary Management Official unless such person has a current license issued by the Agency.

(h) Licensure of Gaming Operation. No Gaming Operation shall be conducted unless such Gaming Operation has a current license issued by the Agency.

(i) Licensure of Managers. No person, firm or corporation shall act as a Manager unless such Manager has a current license issued by the Agency.

(j) Licensure of Distributors. No person, firm or corporation shall distribute Gaming Devices, or component parts thereof, used or to be used in a Gaming Operation unless such Distributor has a current license issued by the Agency.

(k) Licensure of Manufacturers. No person, firm or corporation shall use any Gaming Device, or component part thereof, in a Gaming Operation unless the Manufacturer of such Gaming Device, or component part, had a current license issued by the Agency at the time of the installation of such Gaming Device, or component part.

(l) Licensure of Providers of Gaming Services. No person, firm or corporation shall purchase any Gaming Service, or enter into a contract for the purchase of any Gaming Service, unless the provider of such Gaming Service has a current license issued by the Agency.

(m) Licensure of Financiers. No person, firm or corporation shall accept financing with respect to any Gaming Operation, Gaming Facility or part thereof (other than from an agency of the United States, a member institution of the Federal Deposit Insurance Corporation or an institution regulated by the Comptroller of the Currency) unless each person, firm or corporation providing any part of such financing has a current license issued by the Agency.

(n) Non-Gaming Employees. All persons who are not Gaming Employees but work at any facility where Gaming occurs or is supervised or administered, must obtain a nongaming work permit from the Agency before commencing employment. Such work permits may be issued upon a determination by the Agency that the employee is not a threat to the effective regulation of Gaming and creates no risk or enhances no danger of unfair or illegal practices, methods or activities in the conduct of Gaming. All applicants for work permits shall provide such information as the Agency shall require.

(o) Notice of Concern. In the event that the Agency obtains information that a licensee may have breached any provision of this Code, the Compact or the license, the Agency shall issue a Notice of Concern to the licensee. The Notice of Concern shall describe the alleged breach, shall describe the steps necessary to effect a cure and shall provide the licensee with an opportunity to meet with the Agency to discuss the matter. The discontinuance or

correction of the Alleged breach shall constitute a cure thereof.

(p) Revocation of Licenses. Any license issued by the Agency under this Code shall constitute a privilege to conduct the licensed activity and shall not create a right in the licensee to the conduct of that activity. Any such license may be revoked by the Agency for the breach of any of the provisions of this Code, of the Compact or of the license, upon hearing before the Agency after ten days' notice to the licensee. Prior to the initiation of any revocation proceeding, the Agency shall issue a Notice of Concern to the licensee in accordance with clause (o) and shall afford the licensee ample time to effect a cure of the alleged breach. The licensee, his or its attorney and any person affected by the license shall have the right to be present at any hearing conducted in accordance with this clause (p) and to offer sworn oral or documentary evidence relevant to the breach charged. Subject to review by the Tribal Court of the Community, a license may be suspended during such ten-day period by the vote of a majority of the members of the Agency then in office where such extraordinary action is essential to protect the public safety or the integrity of Gaming; a license shall be suspended during such period as required under IGRA if the cancellation hearing arises as a result of notice from the National Indian Gaming Commission.

(q) Hearing upon Adverse Action. Any person or entity who is affected by an adverse determination by the Agency in connection with a license or work permit request may request a hearing before the Agency by written request submitted within 30 days following receipt of notice of the action of the Agency. Thereupon, the Agency shall afford such person or entity an opportunity to appear and be heard before the Agency, either in person or through a representative or legal counsel, and to submit such evidence as such person or entity deems relevant to the matter at issue. Thereafter, the Agency shall either affirm or reconsider its decision.

(r) Appeal to Community Council. Subject to the burden of proof set forth in Section 8(a) of this Code, decisions of the Agency to deny, suspend, or revoke a license pursuant to this Section 8 may be appealed to the Community Council by the aggrieved person. Within 30 days following the receipt of any such appeal, the Community Council shall afford the aggrieved person an evidentiary hearing. Where any denial, suspension or revocation of a license is based upon confidential information furnished to the Agency which may not, as a matter of law, be disclosed to the aggrieved person by the Agency, such circumstances shall not be grounds for reversal of the decision to deny, suspend or revoke the license.

(s) Appeal to Tribal Court. Subject to the burden of proof set forth in Section 8(a) of this Code, decisions of the Community Council to affirm the denial, suspension or revocation of a license

pursuant to this Section 8 may be appealed to the Tribal Court of the Community by the aggrieved person. In all appeals before the Tribal Court, there shall be deference given by the Tribal Court to the determination of the Agency as the agency charged with the responsibility of interpreting its own regulations. Findings of fact and conclusions of law made by the Agency may be reviewed *de novo* by the Tribal Court. In all cases, the standard on review shall be a preponderance of evidence. The decision of the Tribal Court shall be final.

(t) Stay Pending Review. The effectiveness of any action to suspend or revoke an existing license under this Section 8 shall be stayed during any period of appeal or review under clauses (r) or (s).

SECTION 8. STANDARDS OF OPERATION AND MANAGEMENT.

(a) Class II Gaming. The Agency shall adopt minimum standards for internal controls and rules of play for Class II Gaming. Pending such adoption, the Agency may direct any Gaming Operation that conducts Class II Gaming to comply with such standards as the Agency may determine necessary to protect the integrity of such Gaming.

(b) Class III Gaming. The Agency shall adopt minimum standards for internal controls and rules of play for Class III Gaming. The initial technical standards for Electronic Games of Chance shall be those set forth as Appendix "A" of the Compact.

(c) Annual Audit. In compliance with Section 11(b)(2)(C) and (D) of the Act, 25 U.S.C. 2710(b)(2)(C) and (D), each Gaming Operation shall be subject to an audit by independent certified public accountants, not less than annually, and copies of the annual audit shall be provided to the State Gaming Agency and to the National Indian Gaming Commission. All contracts for supplies, services, or concessions for a contract amount in excess of \$25,000 annually (except contracts for professional legal or accounting services) relating to Gaming shall be subject to such audits.

SECTION 9. PROHIBITED ACTS.

It shall be a violation of this Code for any person to:

(a) conduct or participate in any Gaming on the Reservation other than at a Gaming Facility;

(b) receive, distribute, apply or divert any property, funds, proceeds or other assets of a Gaming Operation to the benefit of any individual or any other person except as authorized by this Code, the Compact or the Act;

(c) tamper with any equipment used in the conduct of Gaming

with the intent to cause any person to win or lose any wager other than in accordance with the publicly announced rules of the Gaming Operation;

(d) do any other act in connection with the conduct of Gaming with the intent to affect the outcome of any wager other than in accordance with the publicly announced rules of the Gaming Operation;

(e) alter or misrepresent the outcome or other event on which wagers have been made after the outcome is made sure but before it is revealed to the players;

(f) place, increase or decrease a bet or determine the course of play after acquiring knowledge, not available to all players, of the outcome of the game or any event that affects the outcome of the game or which is the subject of the bet, or aid anyone in acquiring such knowledge for the purpose of placing, increasing or decreasing a bet or determining the course of play contingent upon that event or outcome;

(g) claim, collect or take, or attempt to claim, collect or take, money or anything of value made in or from a Gaming Device, with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won;

(h) place or increase a bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including past-posting and pressing bets;

(i) reduce the amount wagered or cancel the bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including pinching bets;

(j) manipulate, with the intent to cheat, any component of any Gaming Device in a manner contrary to the designed and normal operational purpose for the component, including, but not limited to manipulating a Gaming Device, with knowledge that the manipulation affects the outcome of the game or with knowledge of any event that affects the outcome of the game;

(k) use tokens other than those approved by the Agency or coin other than lawful, legal tender of the United States of America, or use a coin not of the same denomination as the coin intended to be used in the Gaming Device;

(l) possess, with the intent to use, any device to assist in projecting the outcome of the game, in keeping track of the cards played, in analyzing the probability of the occurrence of an event relating to the game, or in analyzing the strategy for playing or betting to be used in the game;

(m) use any device or means to cheat, or possess any such device at a Gaming Facility; or

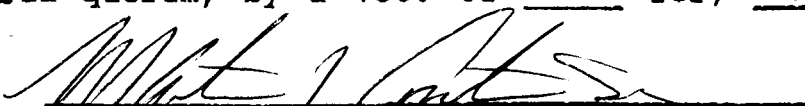
(n) entice or induce another to go to any place on the Reservation where Gaming is being conducted or operated in violation of the provisions of the Compact or this Code, with the intent that the other person play or participate in that Gaming.

SECTION 10. PENALTIES. Any individual who violates any provision of this Code, including the provisions of the Compact incorporated herein, shall be subject to civil penalties including exclusion from employment by any Gaming Operation, denial or revocation of a license, exclusion from attendance at any Gaming Facility, exclusion from the Reservation if a non-member of the Community, or, with respect to any person subject to the jurisdiction of the Community to impose such fines, a fine of not more than \$5,000.00 for each such violation. The Agency shall have the jurisdiction to impose any such penalties on any person within the jurisdiction of the Community to impose such penalties.

No action of the Agency to impose a penalty pursuant to this Section 10 shall be valid unless the person or entity affected is given at least seven days' notice of the proposed action and the opportunity to appear and be heard before the Agency, either in person or through a representative or legal counsel, and to submit such evidence as the Agency deems relevant to the matter at issue. Notwithstanding the foregoing, if the Agency deems it necessary to protect the public interest in the integrity of Gaming, the Agency may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person or entity as soon as is reasonably practicable following such action.

CERTIFICATION

The foregoing Ak-Chin Community Gaming Code, duly adopted by the Ak-Chin Community Council on the 15th day of September, 1993, was amended at meeting of the Ak-Chin Community Council held on this 30 day of November, 1993, at which 3 members were present constituting the required quorum, by a vote of 3 for, 0 against, 2 absent.


Martin Antone, Chairman
Ak-Chin Indian Community Council

Attest: 
Delia Carlyle, Secretary
Ak-Chin Indian Community Council