



JAN 27 2003

Gregory Yuma, Chairman
Quechan Indian Tribe Gaming Agency
450 Quechan Drive
P.O. Box 1899
Winterhaven, California 92283

RE: Approval of the Quechan Indian Tribe's Gaming Code Amendments

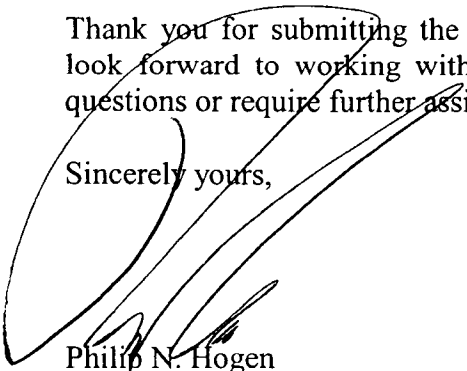
Dear Mr. Yuma:

This letter responds to your request to the National Indian Gaming Commission (NIGC), received January 21, 2003, for the review and approval of the Amendment to the Gaming Code of the Quechan Indian Tribe (Tribe). This letter constitutes approval of your submission under the Indian Gaming Regulatory Act (IGRA). This submission cures the deficiencies listed in our letter to you of December 20, 2002, in which I disapproved the Tribe's Resolution R-209-02.

Approval does not constitute approval of specific games. In addition, the Amendment is approved for gaming only on Indian lands, as defined in the IGRA, over which the Tribe exercises jurisdiction.

Thank you for submitting the Amendment for review and approval. The NIGC staff and I look forward to working with you and the Tribe in implementing the IGRA. If you have questions or require further assistance, please contact Maria Getoff at 202/632-7003.

Sincerely yours,



Philip N. Hogen
Chairman

cc: Joanne Willis Newton
Fax: (760) 746-1815



QUECHAN INDIAN TRIBE
Fort Yuma Indian Reservation

P.O. Box 1899
YUMA, ARIZONA 85366-1899
Phone (760) 572-0213
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SEP 25 .

RESOLUTION

A RESOLUTION OF THE QUECHAN TRIBAL GAMING COMMISSION APPROVING THE AD-
GAMING REGULATIONS 001-004 AND AMENDMENTS TO THE GAMING CODES.

WHEREAS: THE QUECHAN INDIAN TRIBE OF THE FORT YUMA INDIAN RESERVATION IS A
FEDERALLY RECOGNIZED INDIAN TRIBE ORGANIZED UNDER A CONSTITUTION
AND BYLAWS RATIFIED BY THE TRIBE ON NOVEMBER 28, 1936 APPROVED BY
THE SECRETARY OF THE INTERIOR ON DECEMBER 18, 1936, WITH REVISED
AMENDMENTS APPROVED ON NOVEMBER 18, 1974, AND MAY 21, 1997; AND

WHEREAS: THE QUECHAN TRIBE IS RECOGNIZED BY THE UNITED STATES SECRETARY OF THE
INTERIOR AS HAVING JURISDICTION OVER INDIAN LANDS IN CALIFORNIA WHICH
ARE ELIGIBLE FOR GAMING UNDER THE INDIAN GAMING REGULATORY ACT, 25
U.S.C. 2700 et. seq. (IGRA); AND

WHEREAS: THE QUECHAN TRIBE HAS ENTERED INTO A GAMING COMPACT WITH THE STATE
OF CALIFORNIA PURSUANT TO THE IGRA; AND

WHEREAS: IT IS NECESSARY TO AMEND THE TRIBE'S GAMING CODE TO PROVIDE FOR CLASS
II & III GAMING ACTIVITIES IN CALIFORNIA; AND

WHEREAS: SECTION 8.1.14 OF THE COMPACT REQUIRES THE TRIBE TO ADOPT TECHNICAL
STANDARDS FOR GAMING DEVICES; AND

WHEREAS: 25 C.F.R. § 542.3 (a) REQUIRES THE TRIBE TO ADOPT MINIMUM INTERNAL
CONTROL STANDARDS FOR GAMING OPERATIONS ON THE QUECHAN INDIAN
RESERVATION; AND

WHEREAS: SUBSECTION 10.2(a) OF THE COMPACT REQUIRES THE TRIBE TO ADOPT
CERTAIN STANDARDS CONCERNING PUBLIC AND WORKPLACE HEALTH AND
SAFETY; AND

WHEREAS: SUBSECTION 10.2(d) OF THE COMPACT REQUIRES THE TRIBE TO ADOPT TRIBAL LAW CONCERNING THE HANDLING OF TORT LIABILITY CLAIMS ARISING FROM INTENTIONAL OR NEGLIGENT INJURIES TO PERSONS OR PROPERTY AT THE TRIBE'S PARADISE CASINO CALIFORNIA GAMING FACILITY OR OPERATION.

NOW, THEREFORE BE IT RESOLVED: THAT THE TRIBAL GAMING COMMISSION RECOMMENDS TO THE QUECHAN TRIBAL COUNCIL TO ADOPT THE REVISED TITLE I AND THE NEW TITLE IV OF THE GAMING CODE, AS AMENDMENTS TO THE ORIGINAL GAMING CODE AND THE FOLLOWING TRIBAL REGULATIONS: GAMING REGULATION 001, INTERNAL CONTROL STANDARDS; AND GAMING REGULATION 002, TECHNICAL STANDARDS FOR GAMING DEVICES; GAMING REGULATION 003, GAMING OPERATIONS STANDARDS; AND GAMING REGULATION 004, TORT LIABILITY.

IT IS FURTHER RESOLVED; THE TRIBE IS IN ACCORDANCE WITH THE CONSTITUTION AND BY LAWS OF THE QUECHAN INDIAN TRIBE OF THE FORT YUMA INDIAN RESERVATION.

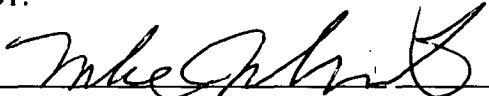
BE IT FINALLY RESOLVED: THAT THE PRESIDENT OR IN HIS ABSENCE, THE VICE-PRESIDENT IS THE AUTHORIZED OFFICIAL TO NEGOTIATE ALL APPLICABLE DOCUMENTS.

CERTIFICATION

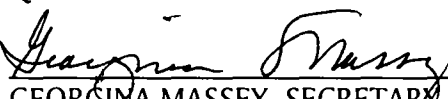
THE FOREGOING RESOLUTION WAS PRESENTED AT A SPECIAL COUNCIL MEETING OF THE QUECHAN TRIBAL COUNCIL WHICH CONVENED ON SEPTEMBER 18, 2002, DULY APPROVED BY A VOTE OF 4 FOR, 0 AGAINST, 0 ABSTAINED, 2 ABSENT, BY THE TRIBAL COUNCIL OF THE QUECHAN TRIBE, PURSUANT TO THE AUTHORITY VESTED IN IT BY SECTION 16 OF THE RE-ORGANIZATION ACT OF JUNE 18, 1934 (48 STAT. 984) AS AMENDED BY THE ACT OF JUNE 15, 1935 (49 STAT. 378) AND ARTICLE IV OF THE QUECHAN TRIBAL CONSTITUTION AND BYLAWS. THIS RESOLUTION IS EFFECTIVE AS OF THE DATE OF ITS APPROVAL.

QUECHAN TRIBE

BY:



MIKE JACKSON, SR., PRESIDENT
QUECHAN TRIBAL COUNCIL



GEORGINA MASSEY, SECRETARY
QUECHAN TRIBAL COUNCIL

**GAMING CODE
OF THE
QUECHAN INDIAN TRIBE**

SEP 25 2002

**TITLE I
GENERAL**

A law to authorize, license and regulate certain forms of gaming within the jurisdiction of the Quechan Indian Tribe.

Section 1. Findings, Purposes and Policy

1.1 Findings. The Quechan Tribal Council finds that:

- 1.1.1 Tribal regulation and control of gaming activity within the jurisdiction of the Quechan Indian Tribe is essential for the protection of public health and welfare, and the interests of the Tribe and the residents of and visitors to the tribal community.
- 1.1.2 The Tribe has the legal authority to license and regulate all gaming activity not specifically prohibited by federal law, within the jurisdiction of the Tribe.
- 1.1.3 Properly licensed and regulated gaming activities conform with announced federal policy promoting Indian self-government and Indian tribal economic self-sufficiency.
- 1.1.4 It is essential that the Tribe, through its Tribal Council, regulate gaming in a manner commensurate with federal and tribal law and policy.
- 1.1.5 The present needs of the Tribe include increased employment, job and skills training, housing, quality health care, improved nutrition, educational opportunities, social services, law and order, public safety and judiciary, and community and economic development. These needs are not adequately addressed by present tribal, federal and state programs.
- 1.1.6 Tribal operation and licensing of gaming activities on the Reservation are appropriate means of generating revenue to address the needs of the Tribe.
- 1.1.7 The Tribe is vigorously pursuing its goal of self-sufficiency and self-determination through the development of tribal businesses and enterprises.

Because the Fort Yuma Indian Reservation lacks income-generating natural resources and because the Tribe's tax base is almost nonexistent, the Tribe must rely on tribal business development to raise the funds necessary to expand its social, health, and education programs, increase employment and improve its on-Reservation economy. This effort has recently become increasingly important as a result of cutbacks in federal and state funding and the increased costs of self-government. It is therefore essential that the Tribe develop new and expanded sources of revenue to support its increasing governmental needs and to provide much needed employment and training for tribal members.

1.1.8 As a result, the adoption of this Code is in the best interest of the Quechan Indian Tribe.

1.2 Purposes. The purposes of this Code are to:

- 1.2.1 Regulate, control, and license the operation of all Class II and Class III gaming within the jurisdiction of the Tribe.
- 1.2.2 Ensure that the operation of tribally regulated gaming will continue as a means of generating tribal revenue.
- 1.2.3 Ensure that tribally regulated gaming is conducted fairly and honestly by both gaming operators and players and that it remain free from corrupt, incompetent, unconscionable and dishonest persons and practices.
- 1.2.4 Promote and strengthen tribal economic development and self-determination and enhance employment opportunities for its members.
- 1.2.5 Regulate gaming so as to generate revenue to strengthen and improve tribal self-government and the provision of tribal governmental services.
- 1.2.6 Ensure that all gaming revenue is used for the benefit of the Tribe and the Reservation community.
- 1.2.7 Ensure that tribal gaming laws are strictly and fairly enforced against all persons involved in gaming activities within the jurisdiction of the Tribe.
- 1.2.8 Ensure that the Tribe provides a fair and impartial forum for the resolution of gaming disputes.

- 1.3 Tribal Policy of Self-Government.** The Tribe is firmly committed to the principle of tribal self-government. Consistent with federal policy, tribal government provides a wide range of public services on the Reservation, including general governmental services, maintenance of peace and good order, establishment of educational systems and programs, and promotion and regulation of economic activities within the sovereign jurisdiction of the Tribe.
- 1.4 Tribal Gaming Policy.** The establishment, promotion, and operation of gaming is necessary and desirable, provided that such gaming is regulated and controlled by the Tribe pursuant to tribal and federal law and any tribal-state gaming compact entered into pursuant to the IGRA, and that all proceeds of such gaming are used for the benefit of the Tribe as required by the IGRA and tribal law. When operated in accordance with the provisions of this Code, such gaming will be conducive to the general welfare of all residents of the Reservation.

Section 2. Definitions

In this Code, except where otherwise expressly provided or where the context otherwise requires, the following terms and expressions shall have the following meanings:

- 2.1 “Applicant”** means any person who has applied for a tribal gaming license or State certification under the provisions of this Code, employment with a gaming operation or gaming facility operator, or approval of any act or transaction for which approval is required or permitted under the provisions of this Code.
- 2.2 “Application”** means a request for the issuance of a tribal gaming license or for State certification, for employment by a gaming operation or gaming facility operator, or for approval of any act or transaction for which approval is required or permitted under the provisions of this Code.
- 2.3 “Arizona Compact”** means the Quechan Indian Tribe-State of Arizona Gaming Compact.
- 2.4 “Association”** means the association of California tribal and state gaming regulators, the membership of which comprises up to two representatives from each tribal gaming agency of those tribes with whom the State has a gaming compact under IGRA, and up to two delegates each from the state Division of Gambling Control and the state Gambling Control Commission.
- 2.5 “Bingo”** means the game of chance commonly known as bingo (whether or not

electronic, computer, or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations, in which the holder of each card covers such numbers or designations when objects similarly numbered or designated are drawn or electronically determined, and in which the game is won by the first person covering a previously designated arrangement of numbers or designations on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip-jars, instant bingo, and other games similar to bingo.

- 2.6** “**California Compact**” means the tribal-state compact between the Quechan Indian Tribe and the State of California.
- 2.7** “**Cheating**” means operating or playing in any game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for oneself or someone in privity with one an advantage over and above the chance of the game.
- 2.8** “**Code**” means this Code, the Quechan Gaming Code, as now or hereafter amended.
- 2.9** “**Compacts**” mean the Arizona Compact and the California Compact.
- 2.10** “**Compensation**” means all wages, salaries, bonuses, and all other forms of remuneration for services rendered.
- 2.11** “**Council**” or “**Tribal Council**” means the governing body of the Quechan Indian Tribe.
- 2.12** “**Days**” means, unless otherwise indicated, calendar days.
- 2.13** “**Distributor**” means a person who distributes gaming devices and/or component parts thereof.
- 2.14** “**Enrolled tribal member**” means a person who is enrolled in the Quechan Indian Tribe and whose name appears on the tribal membership roll.
- 2.15** “**Gaming**” or “**gaming activity**” means all forms of Class II and Class III gaming conducted on Indian lands of the Tribe and any activity in furtherance thereof.
- 2.16** “**Gaming device**”
- 2.16.1 For the purposes of Title III, “gaming device” or “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 coin, currency, tokens, or by the use of a credit, and which awards game credits, cash, tokens, replays, or a receipt that can be redeemed by the player for any of the foregoing. Game play may be displayed by:

2.16.1.1 Video facsimile; or

2.16.1.2 Mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence, or lack thereof, of a winning combination and pay out, if any.

2.16.2 For the purposes of Title IV, "gaming device" means a slot machine, including an electronic, electromechanical, electrical, or video device that, for consideration, permits: individual play with or against that device or the participation in any electronic, electromechanical, electrical, or video system to which that device is connected; the playing of games thereon or therewith, including, but not limited to, the playing of facsimiles of games of chance or skill; the possible delivery or, or entitlement by the player to, a prize or something of value as a result of the application of an element of chance; and a method for viewing the outcome, prize won, and other information regarding the playing of games thereon or therewith.

2.17 "Gaming employee"

2.17.1 For the purposes of Titles II and III, "gaming employee" means any person employed as a primary management official or key employee of a gaming operation and any person employed in the operation or management of the gaming operations including, but not limited to, any person whose employment duties require or authorize access to restricted areas of a gaming facility not otherwise open to the public.

2.17.2 For the purposes of Title IV, "gaming employee" means any person who (a) operates, maintains, repairs, assists in any Class III gaming activity, or is in any way responsible for supervising such gaming activities or persons who conduct, operate, account for, or supervise any such gaming activity, (b) is in a category under federal or tribal gaming law requiring licensing, (c) is an employee of the Tribal Gaming Agency with access to confidential information, or (d) is a person whose employment duties require or authorize access to areas of the gaming facility that are not open to the public.

- 2.18 “Gaming equipment”** means any device, machine, paraphernalia, or equipment that is used or usable in the playing phases of any gaming activity, whether or not specifically designed for the purpose, but excluding tables and chairs normally used in the occupancy of any gaming facility.
- 2.19 “Gaming facility”**
- 2.19.1 For the purposes of Titles II and III, “gaming facility” means the buildings or structures in which gaming or gaming activities are conducted or operated.
- 2.19.2 For the purposes of Title IV, “gaming facility” means any building in which class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming operation, provided that nothing herein prevents the conduct of Class II gaming therein.
- 2.20 “Gaming facility operator,”** for purposes of Class III gaming only, means the Tribe, an enterprise owned by the Tribe, or such other entity of the Tribe as the Tribe may from time to time designate by written notice to the State as the wholly owned tribal entity having full authority and responsibility for the operation and management of Class III gaming activities.
- 2.21 “Gaming operation”**
- 2.21.1 For the purposes of Class II gaming only, “gaming operation” means each economic entity that is licensed by the Tribe, operates the games, receives the revenues, issues the prizes, and pays the expenses.
- 2.21.2 For the purposes of Title III, “gaming operation” means any gaming activity conducted within any gaming facilities.
- 2.21.3 For the purposes of Title IV, “gaming operation” means the business enterprise that offers and operates Class III gaming activities, whether exclusively or otherwise.
- 2.22 “Gaming resources”** means any goods or services provided or used in connection with Class III gaming activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, gambling devices and ancillary equipment,

implements of gaming activities such as playing cards and dice, furniture designed primarily for Class III gaming activities, maintenance or security equipment and services, and Class III gaming consulting services. "Gaming resources" does not include professional accounting and legal services.

- 2.23 "Gaming resource supplier"** means any person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases, or otherwise purveys gaming resources to the gaming operation or gaming facility, provided that the Tribal Gaming Commission may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with gaming activities, if the purveyor is not otherwise a gaming resource supplier as described in Section 8.1 of Title IV, the compensation received by the purveyor is not grossly disproportionate to the value of goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the gaming operation or gaming activities.
- 2.24 "Gaming services"** means the providing of any goods or services, except for legal services, to the Tribe in connection with the operation of gaming activities in a gaming facility, including but not limited to equipment, transportation, food, linens, janitorial supplies, maintenance, or security services for the gaming facility, in an amount in excess of \$10,000 in any single month.
- 2.25 "Gaming ticket"** means any game piece used in the play of a paper pull tab game or ticket game, or raffle.
- 2.26 "Immediate family"** means, with respect to the person under consideration, a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- 2.27 "Indian Gaming Regulatory Act" or "IGRA"** means Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168, as amended, and all regulations promulgated thereunder.
- 2.28 "Indian lands,"** unless otherwise indicated means:
- 2.28.1 All lands within the limits of the Fort Yuma Indian Reservation, notwithstanding the issuance of any patent and including rights-of-way running through such lands; and
- 2.28.2 All lands title to which is either held in trust by the United States for the

benefit of the Tribe or individual Indian or held by the Tribe or individual Indian subject to restriction by the United States against alienation and over which the Tribe exercises governmental powers; and

2.28.3 All lands within the States of Arizona and California that may be acquired by the Tribe and that meet the requirements of 25 U.S.C. § 2719.

2.29 “**Interactive terminal**” or “**video lottery terminal**” means an on-line computer or data-processing terminal capable of providing a source of both input and a video display output for the computer system to which it is connected, in which a player is playing against the algorithm of the terminal so that the player is playing directly against the terminal for immediate payment and is immediately rewarded or penalized based on the outcome, and which dispenses a paper receipt that can be redeemed by the player for the player’s winnings.

2.30 “**Keno**” means a house banking game in which a player selects from one to twenty numbers on a card that contains the numbers one through eighty; the house randomly draws twenty numbers; players win if the numbers they select correspond to the numbers drawn by the house, and the house pays all winners, if any, and collects from all losers.

2.31 “**Key employee**” means:

2.31.1 Class III Gaming. For purposes of Titles III and IV and Class III gaming only, any person who performs one or more of the following functions:

- 2.31.1.1 Bingo caller;
- 2.31.1.2 Counting room supervisor;
- 2.31.1.3 Chief of security;
- 2.31.1.4 Custodian of gaming supplies or cash;
- 2.31.1.5 Floor manager;
- 2.31.1.6 Pit boss;
- 2.31.1.7 Dealer;

- 2.31.1.8 Croupier;
 - 2.31.1.9 Approver of credit;
 - 2.31.1.10 Custodian of gambling devices, including persons with access to cash and accounting records within such devices; or
 - 2.31.1.11 If not otherwise included, a person with access to gaming finance or accounting offices; a person authorized to make on-site repairs, adjustments or alterations to any piece of gaming equipment; a person whose total cash compensation derived from a gaming activity subject to this Code is in excess of \$50,000 per year; the four most highly compensated persons employed by a gaming operation; or any person whom the Tribal Gaming Commission may by written notice classify as a key employee.
- 2.31.2 Class II Gaming. For purposes of Title II and Class II gaming only, any person who performs one or more of the following functions:
- 2.31.2.1 Counting room supervisor
 - 2.31.2.2 Chief of security;
 - 2.31.2.3 Custodian of gaming supplies or cash;
 - 2.31.2.4 Floor management.
- 2.32** “**License**” means a revocable approval granted by the Tribal Gaming Commission to an applicant to participate in a gaming activity.
- 2.33** “**Licensee**” means any person who has been granted a license by the Tribal Gaming Office.
- 2.34** “**Management contract**” means a contract within the meaning of 25 U.S.C. §§ 2710(d)(9) and 2711.
- 2.35** “**Management contractor**” means a person that has entered into a management contract with the Tribe, a gaming operations, or a gaming facility operator which has been approved pursuant to 25 U.S.C. §§ 2710(d)(9) and 2711.
- 2.36** “**Manufacturer**” means a person that manufactures gaming devices and/or

component parts thereof as defined by the Arizona Compact for use or play in a gaming facility.

- 2.37** “**National Indian Gaming Commission**” or “**NIGC**” means the commission established pursuant to 25 U.S.C. § 2704.
- 2.38** “**Net revenues**” means gross gaming revenues of a gaming operation or gaming facility operator, less amounts paid out as, or paid for, prizes and less total gaming-related operating expenses, excluding management fees.
- 2.39** “**Participate in any gaming activity**” means to operate, direct, finance, or in any way assist in the establishment or operation of any gaming activity or any site where gaming is conducted, directly or indirectly, whether at the site, in person, or off-site.
- 2.40** “**Person**” means any natural person, corporation, company, partnership, firm, association, or society.
- 2.41** “**Player**” means a person participating in any game, but does not include a gaming operation or gaming facility operator.
- 2.42** “**Player-activated lottery terminal**” means an on-line computer system that is player activated but does not provide the player with interactive gaming and utilizes the terminal for dispensing purposes only in which: (i) the terminal algorithm is used for the random generation of numbers, (ii) the tickets dispensed by the terminal do not allow the play the means to play directly against the terminal, (iii) the player uses the dispensed ticket to participate in an off-site random drawing, and (iv) the player’s ability to play against the terminal for immediate payment or reward is eliminated.
- 2.43** “**Primary management official**” means:
- 2.43.1 The person having management responsibility under a management contract approved by the NIGC; or
 - 2.43.2 The general manager of a gaming operation or gaming facility operator; or
 - 2.43.3 Any person who has authority:
 - 2.43.3.1 To hire and fire gaming employees; or
 - 2.43.3.2 To set up working policy for a gaming operation or gaming facility operator; or

2.43.4 The chief financial officer or other person who has financial management responsibility for a gaming operation or gaming facility operator.

2.44 “Principal” means with respect to any person:

2.44.1 Each of its officers and directors;

2.44.2 Each of its principal management employees, including any chief executive officer; chief financial officer, chief operating officer or general management;

2.44.3 Each of its owners or partners, if an unincorporated business;

2.44.4 Each of its shareholders who own more than ten percent of the shares of the corporation, if a corporation;

2.44.5 Each person other than a banking institution who has provided financing for the entity constituting more than ten percent of the total financing of the entity; and

2.44.6 Each of the beneficiaries or trustee of a trust.

Notwithstanding any of the preceding sections, “person” shall not include the Tribe, its elected officials, or any of its members or employees who are not gaming employees under this Code.

2.45 “Progressive gaming” means any game in which a cash prize not being won by any player during any game is retained and further monetarily enhanced by the gaming operation or gaming facility operator, and offered as a prize to players in the next game.

2.46 “Pull-tabs, punch boards, and tip jars” means any disposable card, board, ticket, or display that accords the player an opportunity to win something of value by opening, pulling, detaching, or otherwise removing or uncovering tabs or covers from the card, board, ticket, or display to reveal a set of numbers, letters, symbols, configurations, or combinations thereof which have been previously specified as a winning combination.

2.47 “Raffle” means any Class II gaming in which each player buys a ticket for a chance to win a prize, with the winner determined by a random method. “Raffle” does not include slot machines or gaming devices or electronic games of chance.

- 2.48 **“Reservation”** means the Fort Yuma Indian Reservation, and includes all lands lying within the outer boundaries of the Reservation, notwithstanding the issuance of any patent and including rights-of-way running through such lands, and all other lands added to the Reservation by executive order, act of Congress, or otherwise under federal law.
- 2.49 **“State”** means, as the context dictates, the State of Arizona or the State of California, or both, and their authorized official, agents, and representatives.
- 2.50 **“State certification”** means the process utilized by the State gaming agency to ensure that all persons required to be certified are qualified to hold such certification in accordance with the provisions of the Compacts.
- 2.51 **“State gaming agency”** means the agency of the State that the Governor may from time to time designate by written notice to the Tribe as the state agency that shall act on behalf of the State under the Arizona Compact or the California Compact.
- 2.52 **“Tribe”** means, and **“tribal”** refers to, the Quechan Indian Tribe, a federally recognized Indian tribe acting through the duly elected Tribal Council pursuant to the tribal constitution and bylaws, unless the context clearly indicates a general meaning. The term shall also include all authorized officials, agents and representatives of the Tribe.
- 2.53 **“Tribal Gaming Commission”** means the Quechan Tribal Gaming Commission, established under Section 4 of this Title, which shall exercise all regulatory authority of the Tribe over gaming activities on Indian lands.
- 2.54 **“Tribal police department”** means the police force of the Quechan Tribe established and maintained, contracted for, or otherwise provided by the Tribe pursuant to the Tribe’s powers of self-government to carry out law enforcement on Indian lands.
- 2.55 **“Wager”** means the bet made or consideration or value given by a player in any game.

Section 3. General Provisions

- 3.1 **Authority and Sovereign Powers and Responsibilities.** This Code is enacted pursuant to the inherent sovereign powers of the Tribe and the powers expressly delegated to the Tribal Council by article IV of the Tribal Constitution.

3.2 Title, Repeal of Prior Laws, and Effect of Repeal. This Code may be cited as the Quechan Gaming Code. All ordinances of the Tribe and all titles, chapters, and sections of the Tribal Code that pertain to gaming and in effect as of the effective date of this Code are hereby repealed, and all other tribal laws or parts thereof inconsistent with the provisions of this Code are hereby repealed. Repeal of this Code or any portion thereof shall not have the effect of reviving any prior tribal law previously repealed or suspended.

3.3 Classes of Gaming: Three classes of gaming may be conducted on Indian lands pursuant to this Code:

3.3.1 “Class I gaming” means social games played solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of or in connection with tribal ceremonies or celebrations.

3.3.2 “Class II gaming” means:

3.3.2.1 The game of chance commonly known as bingo or lotto (whether or not electronic, computer, or other technologic aids are used in connection therewith), that is played for prizes, including monetary prizes, with cards bearing numbers or other designations, in which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first person covering a previously designated pattern or arrangement of numbers or designations on such cards, including (if played at the same location) pull-tabs, punch boards, tip jars, instant bingo, and other games similar to bingo; and

3.3.2.2 Nonbanking card games explicitly authorized or not explicitly prohibited by the laws of the state in which they are conducted and which are played legally anywhere in such state, if played in conformity with such state laws and regulations concerning hours, periods of operation and limitations on wagers and pot sizes.

3.3.3 “Class III gaming” means all forms of gaming that are not Class I or Class II gaming, subject to any requirements or limitations imposed by any tribal-state compact entered into by the Tribe.

3.4 Construction. In construing the provisions of this Code, unless the context otherwise requires, the following rules shall apply:

- 3.4.1 This code shall be liberally construed to effect its purpose and to promote substantial justice.
- 3.4.2 Words in the present tense include the future and past tenses.
- 3.4.3 Words in the singular number include the plural, and words in the plural number include the singular.
- 3.4.4 Words of the masculine gender or neuter include masculine and feminine genders and the neuter.

Section 4. Tribal Gaming Commission

- 4.1 Establishment.** The Tribe hereby charts, creates and establishes the Tribal Gaming Commission as a regulatory agency of the Quechan tribal government.
- 4.2 Location and Place of Business.** The Tribal Gaming Commission shall be a resident of and maintain its headquarters, principle place of business, and offices on the Fort Yuma Indian Reservation. The Tribal Gaming Commission may, however, establish other places of business in such other locations as the Tribal Gaming Commission may from time to time determine to be in the best interest of the Tribe.
- 4.3 Duration.** The Tribal Gaming Commission shall have perpetual existence and succession in its own name, unless dissolved by the Tribe pursuant to tribal law.
- 4.4 Attributes.** As a governmental agency of the Tribe, the Tribal Gaming Commission is delegated the right to exercise one or more of the substantial governmental functions of the Tribe, including regulation of tribal gaming pursuant to the IGRA, the Compacts, and tribal law. It is the purpose and intent of the Tribe in creating the Tribal Gaming Commission that the operations of the Tribal Gaming Commission be conducted on behalf of the Tribe for the sole benefit and interests of the Tribe, its members, and the residents of the Reservation. In carrying out its purposes under this Code, the Tribal Gaming Commission shall function as an arm of the Tribe. Notwithstanding any authority delegated to the Tribal Gaming Commission under this Code, the Tribe reserves to itself the right to bring suit against any person in its own right, on behalf of the Tribe or on behalf of the Tribal Gaming Commission, whenever the Tribe deems it necessary to protect the sovereignty, rights, and interests of the Tribe or the Tribal Gaming Commission.
- 4.5 Recognition as a Political Subdivision of the Tribe.** The Tribal Council shall take

all necessary steps to acquire recognition of the Tribal Gaming Commission as a political subdivision of the Tribe, recognized by all branches of the United States government as having been delegated the right to exercise one or more substantial governmental functions of the Tribe.

- 4.6 Sovereign Immunity of the Tribe.** All inherent sovereign rights of the Tribe as a federally recognized Indian tribe are hereby expressly reserved, including sovereign immunity from suit in any tribal, federal or state court. Except as provided in Section 4.8 below, nothing in this Code nor any action of the Tribal Gaming Commission shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe, or to be a consent of the Tribe to the jurisdiction of the United States or of any state or of any Indian tribe with regard to the business or affairs of the Tribal Gaming Commission or the Tribe, or to be a consent of the Tribe to any cause of action, case, or controversy, or to the levy of any judgment, lien, or attachment upon any property of the Tribe, or to be a consent to suit in respect to any Indian land, or to be a consent to the alienation, attachment, or encumbrance of any such land.
- 4.7 Sovereign Immunity of the Tribal Gaming Commission.** The Tribal Gaming Commission is hereby clothed with all the privileges and immunities of the Tribe, except as specifically limited by this Code or other tribal law, including sovereign immunity from suit in any tribal, federal, or state court. Except as provided in this section, nothing in this Code nor any action of the Tribe or the Tribal Gaming Commission shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribal Gaming Commission or Tribe, or to be a consent of the Tribe or the Tribal Gaming Commission to the jurisdiction of the United States or of any state or any Indian tribe with regard to the business or affairs of the Tribe or the Tribal Gaming Commission to any cause of action, case, or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe or of the Tribal Gaming Commission, or to be a consent of the Tribe or the Tribal Gaming Commission to suit in respect to any Indian land, or to be a consent of the Tribe of the Tribal Gaming Commission to the alienation, attachment, or encumbrance of any such land.
- 4.8 Waiver of Sovereign Immunity of the Tribal Gaming Commission.** Sovereign immunity of the Tribal Gaming Commission may be waived only by express resolutions of both the Tribal Gaming Commission and the Tribal Council after consultation with the Tribe's attorneys. All waivers of sovereign immunity must be preserved by resolution of the Tribal Gaming Commission and the Tribal Council of continuing force and effect. Waivers of sovereign immunity are disfavored and may be granted only when necessary to secure a substantial advantage or benefit to the Tribal Gaming Commission. Waivers of sovereign immunity shall not be general but

shall be specific and limited as to duration, grantee, transaction, property, or funds, if any, of the Tribal Gaming Commission subject thereto, court having jurisdiction pursuant thereto, and law applicable thereto. Neither the power to sue and be sued provided in Section 4.18.23 nor any express waiver of sovereign immunity by resolution of the Tribal Gaming Commission shall be deemed a consent to the levy of any property specifically pledged or assigned, or a consent to suit in respect of any land within the exterior boundaries of the Reservation or a consent to the alienation, attachment, or encumbrance of any such land.

4.9 Credit of the Tribe or Tribal Gaming Commission. Nothing in this Code nor any activity of the Tribal Gaming Commission shall implicate or any way involve the credit of the Tribe or the Tribal Gaming Commission.

4.10 Assets of the Tribal Gaming Commission. The Tribal Gaming Commission shall have only those assets specifically assigned to it by the Tribal Council or acquired in its name by the Tribe or by the Tribal Gaming Commission on its own behalf. No activity of the Tribal Gaming Commission nor any indebtedness incurred by it shall implicate or in any way involve or affect any assets of tribal members or the Tribe not assigned in writing to the Tribal Gaming Commission.

4.11 Membership.

4.11.1 **Number of Commissioners.** The Tribal Gaming Commission shall consist of three to five Tribal Gaming Commissioners who shall be appointed by the Tribal Council.

4.11.2 **Qualification of Commissioners.** No sitting member of the elected Tribal Council shall be a Commissioner during such member's term of office. No person shall be appointed as a Gaming Commissioner if any member of such person's immediate family has a direct financial interest in any gaming activity or if any member of such person's immediate family is a tribal gaming employee. No member or employee of the Commission shall participate as a player in any gaming activity conducted by the Tribe.

In selecting and appointing Tribal Gaming Commissioners, the Tribal Council shall consider the following standards and qualifications:

- a. To the greatest extent feasible, preference shall be given to enrolled members of the Tribe.
- b. A Tribal Gaming Commissioner shall meet all of the qualifications and

background requirements necessary for a Class III Gaming Employee License under this Code and shall meet all other requirements of applicable law, including this Code, any Class III tribal-state compact entered into by the Tribe, and the Indian Gaming Regulatory Act, as amended.

- c. A Tribal Gaming Commissioner should have expertise, experience, education or a combination of experience and education in one or more of the following areas: financial, accounting, legal, management, business, personnel, government regulation, administrative procedure, or related skills or disciplines.
- d. A Tribal Gaming commissioner shall have unquestioned integrity, honesty, and objectivity and decision making skills and abilities commensurate with the quasi judicial duties of the Tribal Gaming Commission. A Tribal Gaming Commissioner must have the ability to make unbiased, objective decisions regarding issuance, suspension or revocation of tribal gaming licenses and other determinations affecting gaming employees, managers, vendors, operators and others associated with tribally regulated gaming activities under this Code.
- e. A Tribal Gaming Commissioner should have good organizational skills, written and oral communication skills, and be able to communicate effectively with the Tribal Council, tribal gaming personnel, and the general public.
- f. A Tribal Gaming Commissioner must be a team member, able to work efficiently and effectively as a part of the Commission, making decisions by consensus whenever possible, otherwise by majority vote of the Commission. Tribal Gaming Commissions shall be committed to the integrity and honesty of all tribally regulated gaming and be able to devote substantial operation time to carrying out their responsibilities under this Code and other applicable law.

4.11.3 Class III Tribal Gaming Employee License. Following appointment as a Tribal Gaming Commissioner, the appointee shall immediately apply for a Class III tribal gaming employee license. If a license is denied, the Commissioner shall immediately be removed from the Tribal Gaming Commission.

4.12 Term of Office. Each Commissioner shall serve a term of five years; provided, that two of the initial members appointed shall be designated to serve for a term of two years.

- 4.13 Ex-Officio Members.** At the direction of the Tribal Council, any other person, including an elected member of the Tribal Council, may be designated to attend and participate, without vote, in Tribal Gaming Commission meetings.
- 4.14 Organization.** The Tribal Gaming Commission shall develop its own operating procedures and shall elect from within itself a chairperson to direct meetings, a reporter to be responsible for keeping Tribal Gaming Commission minutes and transmitting to the Tribal Council a copy of those minutes, handling correspondence and reporting Tribal Gaming Commission decisions, and such other officers as the Tribal Gaming Commission deems necessary or advisable.
- 4.15 Meetings.**
- 4.15.1 Regular Meetings. The Tribal Gaming Commission shall hold at least one regular monthly meeting, which shall take place on the first Monday of each month or as otherwise determined by the Tribal Gaming Commission.
- 4.15.2 Special Meetings. Special meetings may be called at the request of the Tribal Council, the Chairman of the Tribal Gaming Commission, or a majority of the number of Commissioners appointed to the Commission.
- 4.15.3 Compensation of Commissioners. The compensation of Commissioners shall be established by the Tribal Council.
- 4.15.4 Quorum. A quorum for all meetings shall consist of a majority of the number of Commissioners appointed to the Commission.
- 4.15.5 Voting. All questions arising in connection with the action of the Tribal Gaming Commission shall be decided by majority vote of all Commissioners present, except that when only three Commissioners have been appointed, all questions must be decided by a majority vote of all Commissioners appointed.
- 4.16. Removal of Members and Appointment to Fill Vacancies.**
- 4.16.1 Removal. A Commissioner may be removed by the Tribal Council for serious inefficiency, neglect of duty, malfeasance, misfeasance, nonfeasance, misconduct in office, or for any conduct that threatens the honesty or integrity of the Tribal Gaming Commission or otherwise violates the letter or intent of this Code. A Commissioner shall be removed if he or she is denied a Class III tribal gaming employee license or if such license is

suspended or revoked pursuant to the provisions of Title III or Title IV. Except as provided below, no Commissioner may be removed without notice and an opportunity for a hearing before the Council, and then only after the Commissioner has been given written notice of the specific charges at least ten days prior to such hearing. At any such hearing, the Commissioner shall have the opportunity to be heard in person or by counsel and to present witnesses on his behalf. If the Council determines that immediate removal of a Commissioner is necessary to protect the interests of the Tribe, the Council may immediately remove the Commissioner temporarily, and the question of permanent removal shall be determined thereafter pursuant to Tribal Gaming Commission hearing procedures. A written record of all removal proceedings together with the charges and findings thereon shall be kept by the Tribal Secretary. The decision of the Tribal Council upon the removal of a Commissioner shall be final.

4.16.2 **Appointment.** If any Commissioner shall die, resign, be removed, or for any reason be unable to serve as a Commissioner, the Tribal Council shall declare the position vacant and shall appoint another person to fill the position. The terms of office of each person appointed to replace an initial Commissioner shall be for the balance of any unexpired term for such position, provided, however, that any prospective appointee must meet the qualifications established by this Code.

4.17 **Conflict of Interest.** No person shall serve as a Commissioner if he has any personal, business, or legal relationship that creates a conflict of interest with his duties and responsibilities as a Commissioner.

4.18 **Powers of the Tribal Gaming Commission.** In furtherance, but not in limitation, of the Tribal Gaming Commission's purposes and responsibilities and subject to any restrictions contained in this Code or other applicable law, the Tribal Gaming Commission shall have and is authorized to exercise by majority vote the following powers in addition to all powers already conferred by this Code:

4.18.1 To inspect and regulate all gaming activities within the jurisdiction of the Tribe.

4.18.2 To promote the full and proper enforcement of this Code and other applicable law regarding gaming activities within the jurisdiction of the Tribe.

- 4.18.3 To act as tribal liaison with the NIGC and the State gaming agency.
- 4.18.4 To enact and enforce such rules and regulations regarding its activities and governing its internal affairs as the Tribal Gaming Commission may deem necessary and proper to effectuate the powers granted by this Code and the powers granted and duties imposed by applicable law.
- 4.18.5 To publish and distribute copies of this Code and Tribal Gaming Commission rules and any Tribal Council, Tribal Gaming Commission, or Tribal Court decisions regarding gaming matters.
- 4.18.6 To prepare and submit for Council approval proposals, including budget and monetary proposals, which could enable the Tribe to better carry forth the policies and intent of this Code.
- 4.18.7 To work with the staff of any tribal department, program, project, or operation and to cooperate with the Tribal Council or any Council committee in regard to gaming issues.
- 4.18.8 To make or cause to be made by its agents or employees an examination or investigation of the place of business, equipment, facilities, tangible personal property, and the books, records, papers, vouchers, accounts, documents, and financial statements of any gaming operation, gaming facility operator, or gaming activity operating, or suspected of operating, within the jurisdiction of the Tribe. In undertaking such examination or investigation, the Tribal Gaming Commission may request the assistance of tribal gaming employees, federal and local law officials, legal counsel, and other third parties.
- 4.18.9 To maintain and keep current a record of new developments in the area of Indian gaming.
- 4.18.10 To request the assistance of the Tribal Court in conducting gaming hearings, defining terms used in this Code or other tribal laws, or in any other matter in which the Tribal Gaming Commission deems such assistance to be necessary or proper.
- 4.18.11 To consider any gaming matter brought before it by any person or the Tribe and all matters referred to it by the Tribal Council.
- 4.18.12 To obtain and publish a summary of federal revenue laws relating to

gaming and to insure compliance with the same.

- 4.18.13 To arrange for training of Tribal Gaming Commission members, tribal employees and others in areas relating to the regulation or operation of gaming.
- 4.18.14 Upon prior explicit written approval of the Tribal Council, to employ such advisors as it may deem necessary. Advisors may include, but shall not be limited to, law enforcement specialists and gaming professionals, the Tribe's legal counsel, and the Tribe's accountants.
- 4.18.15 To make recommendations to the Tribal Council on the hiring of all supervisory gaming employees.
- 4.18.16 To promulgate rules and regulations to implement and further the provision of this Code, for approval by the Tribal Council.
- 4.18.17 To approve or disapprove any application for a tribal gaming license.
- 4.18.18 To consult with and make recommendations to the Tribal Council regarding changes in tribal gaming laws and policies.
- 4.18.19 To examine under oath, either orally or in writing, in hearings or otherwise any person or agent, officer or employee of any person, or any other witness with respect to any matters related to this Code, including enforcement of tribal gaming laws, regulations, and policies and to compel by subpoena the attendance of witnesses and the production of any books, records, and papers with respect thereto.
- 4.18.20 When necessary or appropriate, to request the assistance and utilize the services of the courts, law enforcement, government officials and agencies, and private parties in exercising its powers and carrying out its responsibilities.
- 4.18.21 To delegate to an individual member or members of the Tribal Gaming Commission or, with the approval of the Tribal Council, to Tribal Gaming Commission staff, such of its functions as may be necessary to administer this Code efficiently; provided that the Tribal Gaming Commission may not re-delegate its power to exercise any substantial governmental function of the Tribe or its power to promulgate rules and regulations; and provided further that the Tribal Gaming Commission may not delegate to anyone the

power to permanently revoke a tribal gaming license.

- 4.18.22 To permanently close, after notice and hearing, any gaming facility that is operating in violation of tribal law.
- 4.18.23 To sue or be sued in courts of competent jurisdiction within the United States, subject to the provisions of Sections 4.7 and 4.8 of this Code and other applicable laws relating to sovereign immunity; provided that no suit shall be brought by the Tribal Gaming Commission without the prior explicit written approval of the Tribal Council.
- 4.18.24 To use the seal of the Tribe with the approval of the Tribal Council.
- 4.18.25 To arbitrate, compromise, negotiate, or settle any dispute to which it is a party relating to the Tribal Gaming Commission's authorized activities.
- 4.18.26 To enter into, make, perform, and carry out any agreement, contract, or other undertaking with any federal, state, or local governmental agency, tribe, person, partnership, corporation, or other association or entity for any lawful purpose pertaining to the business of the Tribal Gaming Commission or that is necessary or incidental to the accomplishment of the purposes of the Tribal Gaming Commission.
- 4.18.27 To exercise the tribal power to tax authorized by the Quechan Tribal Constitution in accordance with a Tribal Council resolution delegating such power to the Tribal Gaming Commission and in accordance with this Code and other applicable law.
- 4.18.28 To purchase insurance from any stock or mutual company for any property or against any risk or hazard.
- 4.18.29 To engage in any and all activities that directly or indirectly carry out the purposes of the Tribe as set forth in this Code.
- 4.18.30 With prior approval of the Tribal council, to make application and accept grants and other awards from private and governmental sources in carrying out or furthering the purposes of the Tribal Gaming Commission or the Tribe.
- 4.18.31 To exercise all authority delegated to it or conferred upon it by applicable law and to take all action that shall be reasonably necessary and proper for

carrying into execution the foregoing powers and all of the powers vested in this Code as permitted by the purposes and powers herein stated all in compliance with applicable law.

- 4.18.32 To establish and maintain such bank accounts as may be necessary or convenient.
- 4.18.33 To require by regulation the filing of any records, forms, and reports and all other information desired by the Tribal Council for implementation of this Code relating to any gaming operation or gaming facility operator, or any investigation as required by tribal law and the IGRA.
- 4.18.34 To provide for an internal system of record keeping with adequate safeguards for preserving confidentiality as deemed necessary by the Tribal Gaming Commission. All applications, background investigations and Tribal Gaming Commission decisions shall be retained in Tribal Gaming Commission files for a period of at least ten years.
- 4.18.35 To adopt a schedule of fees to be charged for gaming licenses issued pursuant to this Code and related activities.
- 4.18.36 To adopt a schedule of fees and charges for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files, and records.
- 4.18.37 To conduct or arrange for background investigations of all persons who propose to participate in any gaming activity.
- 4.18.38 To compel obedience of its lawful orders by proceedings of mandamus or injunction or other proper proceedings in the name of the Tribe in Tribal Court or in any other court having jurisdiction of the parties and of the subject matter; provided that no suit shall be brought by the Tribal Gaming Commission without the prior explicit written approval of the Tribal Council after consultation with the Tribal attorneys.
- 4.18.39 To discipline any licensee or other person participating in any gaming activity by ordering immediate compliance with this Code or Tribal Gaming Commission regulations and to issue an order of temporary suspension of any license issued under this Code, whenever the Tribal Gaming Commission is notified of a violation by any such person of this Code or any other applicable law.

4.18.40 To issue an order of temporary closure of any gaming facility in the event the Tribal Gaming Commission determines that immediate closure is necessary to protect assets or interests of the Tribe, pursuant to Tribal Gaming Commission regulations, or whenever the Tribal Gaming Commission shall receive information from the NIGC that a primary management official or key employee of a licensee does not meet the standards for being licensed under the IGRA.

4.18.41 To become self-regulating whenever the Tribe becomes eligible for a certificate of self-regulation under the IGRA.

4.19 Annual Budget. The Tribal Gaming Commission shall prepare an annual operating budget for all Tribal Gaming Commission activities and present it to the Council by October 15th of each year.

4.20 Executive Director. In order to comply with the Arizona Compact, the Commission shall appoint an individual to serve as the Executive Director of the Commission to administer the day-to-day business of the Commission relating to the Tribe's Arizona gaming operations, as delegated by the Commission. Without limiting the generality of the foregoing, the Commission may direct the Executive Director to conduct preliminary investigations and render recommendations to the Commission with respect to the grant or denial of any license, the imposition of any penalty or fine, the investigation of any complaint, or any other action within the jurisdiction of the Commission. The Executive Director shall have no involvement in the day-to-day business of the Commission relating to the Tribe's California gaming operations.

4.21 Tribal Gaming Commission Regulations.

4.21.1 Tribal Gaming Commission regulations necessary to carry out the orderly performance of its duties and powers shall include, but shall not be limited to:

4.21.1.1 Internal operational procedures of the Tribal Gaming Commission and its staff;

4.21.1.2 Interpretation and application of this Code as may be necessary to carry out the Tribal Gaming Commission's duties and exercise its powers;

4.21.1.3 A regulatory system for all gaming activities, including

accounting, contracting, management, and supervision of gaming operators and gaming facility operators;

4.21.1.4 The findings of any reports or other information required by or necessary to implement this Code; and

4.21.1.5 The conduct of inspections, investigations, hearings, enforcement actions, and other powers of the Tribal Gaming Commission authorized by this Code.

4.21.2 No regulation of the Tribal Gaming Commission shall be of any force or effect unless adopted by the Tribal Gaming Commission by written resolution and filed for record in the offices of both the Tribal Secretary and Tribal Gaming Commission.

4.21.3 The Tribal Court and any other court of competent jurisdiction shall take judicial notice of all Tribal Gaming Commission regulations adopted pursuant to this Code.

4.22 Right of Entrance; Bi-Monthly Inspection. The Tribal Gaming Commission and duly authorized officers and employees of the Tribal Gaming Commission may enter upon any premises of any gaming facility, during regular business hours, for the purpose of making inspections and examining the accounts, books, papers, and documents of any gaming activity. The gaming operation or gaming facility operator shall facilitate such inspection or examinations by giving every reasonable aid to the Tribal Gaming Commission and to any properly authorized officer or employee.

A Commissioner or a member of the Tribal Gaming Commission's staff shall visit each gaming facility at least once every two weeks during normal business hours for the purpose of monitoring its operation. Such visits shall be unannounced.

4.23 Investigations. The Tribal Gaming Commission, upon complaint, its own initiative, or whenever it may deem it necessary in the performance of its duties or the exercise of its powers, may investigate and examine the operation and premises of any person who is subject to the provisions of this Code. In conducting such investigation, the Tribal Gaming Commission may proceed either with or without a hearing as it may deem best, but it shall make no order without affording any affected party notice and an opportunity for a hearing pursuant to Tribal Gaming Commission regulations.

4.24 Hearings; Examiner. Pursuant to regulations, the Tribal Gaming Commission may hold any hearing it deems to be reasonably required in the administration of its powers and duties under this Code. Whenever it shall appear to the satisfaction of the Tribal Gaming Commission that all of the interested parties involved in any proposed hearing have agreed concerning the matter at hand, the Tribal Gaming Commission may issue its order without a hearing.

The Tribal Gaming Commission may designate one of its members to act as examiner for the purpose of holding any hearing or the Tribal Gaming commission may appoint another person to act as examiner under Section 4.25. The Tribal Gaming Commission shall provide reasonable notice and the right to present oral or written testimony to all people interested therein as determined by the Tribal Gaming Commission.

4.25 Appointment of Examiner; Power of Examiner. The Tribal Gaming Commission may appoint any person qualified in the law or possessing knowledge or expertise in the subject matter of the hearing to act as examiner for the purpose of holding any hearing that the Tribal Gaming Commission or any member thereof has power or authority to hold. Any such appointment shall constitute a delegation to such examiner of all powers of a Commissioner under this Code with respect to any such hearing.

4.26 Quarterly Report of Tribal Gaming Commission. The Tribal Gaming Commission shall file a quarterly report with the Tribal Council summarizing reports received from each gaming operation and gaming facility operator and make such comments as it deems necessary to keep the Tribal Council fully informed as to the status of the Commission's activities.

4.27 Additional Rights, Duties and Responsibilities of the Tribal Gaming Commission Regarding Class III Gaming. In addition to the other rights, duties and responsibilities delegated to it under this Code and applicable tribal law, the Tribal Gaming Commission shall be responsible for the activities relating specifically to Class III gaming as specified in Title III, Section 10, and Title IV, Section 10 of this Code.

Section 5. Provisions of General Applicability to All Tribal Gaming Activities.

5.1 Tribal Gaming License Required.

5.1.1 Each Class II or Class III gaming activity within the jurisdiction of the

Tribe shall be conducted only pursuant to current and valid tribal gaming licenses.

- 5.1.2 No tribal gaming license shall be sold, lent, assigned or otherwise transferred.
- 5.1.3 Each employee, including primary management officials and key employees, of a gaming operations or gaming facility operator shall possess a current and valid tribal gaming employee license.
- 5.1.4 A tribal gaming license shall be issued only to a person who qualifies therefor under this Code or to the Tribe.

5.2 Bank Accounts and Record Keeping.

- 5.2.1 **Bank Account for Tribally Owned Gaming Operation.** The Tribe shall open a separate bank account for each tribally owned gaming operation and gaming facility operator, and all receipts of each gaming activity shall be deposited in that account.
- 5.2.2 All accounting records of each gaming operation or gaming facility operator shall be kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. The licensee and the Tribe shall maintain the following records for not less than ten years:
 - 5.2.2.1 Revenues, expenses, assets, liabilities and equity for each location at which Class II and Class III gaming is conducted;
 - 5.2.2.2 Daily cash transactions for each Class II and Class III game at each location at which gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box, and gaming room bank;
 - 5.2.2.3 All markers, IOUs, returned checks, hold checks or other similar credit instruments;
 - 5.2.2.4 Individual and statistical game records to reflect statistical drop and statistical win; for electronic, computer, or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prizes won;

5.2.2.5 Contracts, correspondence and other transaction documents relating to all vendors and contractors;

5.2.2.6 Records of all customer complaints and tribal gaming enforcement activities;

5.2.2.7 All gaming related audits prepared by or on behalf of the Tribe or one of its subdivisions.

5.2.2.8 Personnel information on all gaming employees or agents including rotation sheets, hours worked, employee profiles and background checks.

5.2.3 All permanent books of accounts and records, including inventory records of gaming supplies, sufficient to establish the gross and net income, deductions, expenses, receipts, and disbursement of gaming operators and gaming facility operators.

5.3 Audit Requirements.

5.3.1 Each gaming operation and gaming facility operator shall provide a copy of an annual independent audit to the Tribal Gaming Commission, the Tribal Council, and the National Indian Gaming Commission. The audit shall be conducted in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

5.3.2 Each contract for supplies, services (other than legal and accounting services) or concessions for a contract amount in excess of \$25,000 annually shall be subject to an independent audit. A copy of such audit will be provided to the Tribal Gaming Commission, the Tribal Council, and the NIGC.

5.4 Notices to the Public.

5.4.1 Each gaming operation and gaming facility operator shall have a copy of this Code and regulations readily available for inspection by any person at each of its gaming facilities.

5.4.2 Each gaming operation and gaming facility operator shall post in a conspicuous location near where each game is being played an explanation of the rules of play of every game operated or shall otherwise provide the

public with such an explanation.

5.5 Age Restrictions.

- 5.5.1 No person under the age of 21 shall be employed by any gaming operation, gaming facility operator, or the Tribal Gaming Commission, except that up until July 1, 2003, persons who are at least 18 years of age may be employed in the Tribes Arizona Gaming facility or in connection with the Tribe's Arizona gaming facility or in connection with the Tribe's Arizona gaming operation. No person under 21 years of age shall be employed in the service of alcoholic beverages at any gaming facility.
- 5.5.2 No person under the age of 21 shall be permitted to place any wager, directly or indirectly, in any gaming facility, except that up until July 1, 2003, persons who are least 18 years of age may place any wager, directly or indirectly, in the Tribe's Arizona gaming facility.
- 5.5.3 No person under the age of 21 years shall be permitted to enter the area of any building in which a gaming activity is being conducted. No person under the age of 21 years shall be permitted to enter the area of any building in which gaming activity is being conducted and alcoholic beverages are being served, except that up until July 1, 2003, persons who are at least 18 years of age may be permitted to enter areas of the Tribe's Arizona gaming facility where alcoholic beverages are being served.

5.6 Equipment Restrictions.

- 5.6.1 A gaming operation or gaming facility operator is prohibited from renting or lending gaming equipment to any person without the prior written approval of the Tribal Gaming Commission.
- 5.6.2 Each gaming operation and gaming facility operator that anticipates the printing, manufacture, or construction of any equipment for gaming activity shall first notify the Tribal Gaming Commission of its intention and shall have the finished product approved by the Tribal Gaming Commission before it is placed in service.

5.7 Methods of Payment.

- 5.7.1 Gaming chips and other tokens of value may be sold and redeemed only by the same gaming facility and only for full value.

5.7.2 Consideration for the chance to play in any gaming activity shall be only cash or, if allowed by the gaming operation or gaming facility operator, personal check and shall be presented at the time the game is played. No other form of consideration shall be allowed unless the Tribal Gaming Commission gives prior written approval.

5.7.3 For the purposes of Title IV only:

5.7.3.1 The gaming operation shall not cash any check drawn against a federal, state, county, or city fund, including, but not limited to, Social Security, unemployment insurance, disability payments, or public assistance payments, but excluding payroll checks or checks for the delivery of goods or services.

5.7.3.2 The gaming operation shall not credit to gaming patrons for gambling purposes. Acceptance of a personal check that is deposited within one business day does not constitute an extension of credit.

5.8 Compliance Requirements.

5.8.1 Evidence of any win or loss incurred by a player must, upon request, be provided to such player in such form as will be acceptable to the Internal Revenue Service.

5.8.2 Each gaming operation and gaming facility operator shall pay all fees and file all reports required by law within the time prescribed.

5.8.3 Each gaming operation and gaming facility operator, its primary management officials, and employees shall respond immediately to and obey all inquiries, subpoenas, or orders of the Tribal Gaming Commission, the Tribal Council, the Tribal Court, or the NIGC.

5.8.4 Each gaming operation and gaming facility operator shall be subject to patrol by the tribal police force for the purpose of enforcing tribal law, and each gaming operation and gaming facility operator and its primary management officials, and employees shall cooperate at all times with the tribal police force or any other law enforcement entity with jurisdiction on the Reservation.

5.8.5 Each gaming operation and gaming facility operator shall make its premises

and books and records available for inspection during normal business hours by the Tribal Gaming Commission, the NIGC and members of the Tribal Council or their designee.

5.8.6 Each gaming operation and gaming facility operator, its primary management officials, and employees shall comply with all applicable tribal and federal revenue reporting laws.

5.9 Miscellaneous.

5.9.1 There shall be no sale of liquor at any gaming facility without the prior approval of the Tribal Council.

5.9.2 Each gaming operation and gaming facility operator shall at all times maintain an orderly, clean, and neat gaming facility, inside and out.

5.9.3 Each gaming operation and gaming facility operator shall provide adequate security to protect the public before, during, and after any gaming activity.

5.9.4 No gaming operation or gaming facility operator may discriminate on the basis of sex, race, color, or creed in the conduct of any gaming activity.

5.10 Zero Tolerance Policy. Each gaming operator and gaming facility operator shall immediately suspend with pay any employee who is charged with a crime of theft, embezzlement, fraud or other gaming crime, or any offense related to the sale, possession, manufacture, or transport of illegal drugs. Gaming operators and gaming facility operators shall also immediately notify the Tribal Gaming Commission in writing the name of the person and the pending charge and advise the Tribal Gaming Commission of the outcome of the case. If the employee is convicted or pleads no contest to the charge, the employee's employment shall be terminated.

5.11 Liability Insurance. Each gaming operator and gaming facility operator shall carry sufficient liability insurance to protect the public in the event of an accident. The Tribal Gaming Commission shall determine the amount of liability insurance required for each gaming facility, but in no case shall such insurance and amount be less than required by any applicable tribal-state gaming compact in effect.

Section 6. Enforcement.

- 6.1 Jurisdiction.** Except as provided in this Code or in any tribal-state gaming compact under the IGRA, the Tribe shall have jurisdiction over all violations of this Code.
- 6.2 Prohibited Act.** In addition to other civil and criminal offenses provided for in this Code or under other applicable law, the following acts are prohibited and subject any violator to the civil or criminal penalties specified herein:
- 6.2.1 To knowingly make a false statement in an application for employment with any gaming operation or gaming facility operator or with the Tribal Gaming Commission.
 - 6.2.2 To knowingly make a false statement in connection with any contract to participate in any gaming activity.
 - 6.2.3 To attempt to bribe any person participating in any gaming activity.
 - 6.2.4 To offer or accept a loan, financing, or other thing of value between a Tribal Gaming Commission member or employee and any person participating in any gaming activity.
 - 6.2.5 To fail to keep sufficient books and records to substantiate receipts, disbursements, and expenses incurred or paid from any gaming activity.
 - 6.2.6 To falsify any books or records which relate to any transaction connected with any gaming activity.
 - 6.2.7 To conduct or participate in any gaming activity which in any manner results in cheating or misrepresentation or which allows any other disreputable tactics that detract from the fair nature and equal chance of participation between gaming players, or which otherwise creates an advantage over and above the chance of such gaming activity and which affects its outcome.
 - 6.2.8 To conduct a gaming activity with or to allow participation in a gaming activity by an intoxicated or disorderly player.
 - 6.2.9 To allow or participate in the sale of liquor at gaming facilities when such sale is not permitted by tribal law.
 - 6.2.10 To accept consideration other than money, personal checks, or other

approved consideration for the chance to participate in any gaming activity.

- 6.2.11 To solicit, directly or indirectly, or to use inside information on the nature or status of any gaming activity for the benefit of any person.
- 6.2.12 To tamper with a gaming device or conspire to tamper or manipulate the outcome or the payoff of a gaming device, or otherwise interfere with the proper functioning of the machine.
- 6.2.13 To alter or counterfeit a tribal gaming license.
- 6.2.14 To aid, abet, or conspire with another person knowingly or knowingly to cause any person to violate any provision of this Code or any rules and regulations adopted hereunder.
- 6.2.15 To operate, use, or make available to the public any illegal gaming device, apparatus, material, or equipment.
- 6.2.16 To sell or hold out for sale or transport into or out of the jurisdiction of the Tribe any illegal gaming device, apparatus, material, or equipment.
- 6.2.17 To assist or allow a person who is under age to participate in any gaming activity.
- 6.2.18 To possess any illegal narcotics or controlled substances at any gaming facility.
- 6.2.19 To steal or attempt to steal funds or other items of value from any gaming facility or from the Tribal Gaming Commission.
- 6.2.20 To employ any person at a gaming facility whom the gaming operation or gaming facility operator knows has been convicted of a gaming crime or a crime of fraud.
- 6.2.21 To conspire with or induce any person to violate any of the provisions of this Code or any tribal or federal law.
- 6.2.22 To engage in any act, gaming-related practice, or course of operation that could result in a fraud or deceit upon any person or the Tribe.
- 6.2.23 To use bogus or counterfeit chips or gaming tickets or to substitute or use

any game, cards, gaming tickets, or gaming equipment that have been marked or tampered with.

6.2.24 To employ or have on the Reservation any device to facilitate cheating in any game of chance.

6.2.25 To knowingly use any fraudulent scheme or technique, or to solicit, provide, or receive inside information about any gaming activity with the intent of benefitting any person.

6.2.26 To take, solicit, or encourage any action that undermines the integrity of any game of chance.

6.2.27 For a gaming operator or gaming facility operator to knowingly employ any person who has been convicted of or entered a plea of no contest to a crime of theft, embezzlement, fraud, or other gaming crime.

6.2.28 To possess firearms in a gaming facility in violation of Title IV, Section 11.6.

6.3 Criminal Violation. Any Indian who violates or fails to comply with any provision of this Code or who fails to comply with any order or decision of the Tribal Gaming Commission shall be guilty of a crime and shall be required to pay a maximum fine of \$5,000 or serve not to exceed one year imprisonment, or both. Each day during which such violation or failure to comply continues shall constitute a separate violation of this Code.

6.4 Civil Violation. Any person who violates or fails to comply with any provision of this Code or who fails or neglects to comply with any order of the Tribal Gaming Commission shall be liable for a civil fine not to exceed \$5,000 for each violation thereof. Each day during which such violation or failure to comply continues shall constitute a separate violation of this Code. The amount of any such civil fine may be recovered in a civil action in the Tribal Court.

6.5 Cumulative Fines. All civil fines accruing under this Code shall be cumulative, and a suit for the recovery of one fine shall not bar or affect the recovery of any other fine, judgment, penalty, forfeiture, or damages, nor bar the power of the Tribal Court to punish for contempt, nor bar any criminal prosecution.

6.6 Purpose of Civil Penalties. The civil fines imposed under this Code are intended to be remedial and not punitive and are designed to compensate the Tribe for the

damage done to the peace, security, economy, and general welfare of the Tribe and the Reservation, and to compensate the Tribe for costs incurred by the Tribe in enforcing this Code. The civil fines under this Code are also intended to coerce persons into complying with this Code and Tribal Gaming Commission regulations and not to punish such persons for violation of such laws and regulations.

- 6.7 Civil Action for Penalties.** In enforcing the civil infraction provisions of this Code, the Tribal Gaming Commission shall proceed, in the name of the Tribe, by civil complaint pursuant to the provisions of this Code. The Tribal Gaming Commission in such action shall have the burden of showing by a preponderance of the evidence that such person violated the applicable provision of this Code.
- 6.8 Seizure and Forfeiture of Property.** All property utilized in violation of this Code shall be subject to seizure and forfeiture by order of the Tribal Gaming Commission pursuant to such procedures and rules as the Tribal Gaming Commission shall promulgate.
- 6.9 Reporting of Offenders.** Upon final order of the Tribal Court in any action for criminal or civil violation under this section, the Clerk of the Tribal Court shall notify the Tribal Gaming Commission in writing of the final Tribal Court disposition.

Section 7. Use of Revenues, Maintenance of Records and Management Contracts.

7.1 Use of Net Revenues of Gaming Operations and Gaming Facility Operators.

7.1.1 All net revenues from gaming activities of gaming operations and gaming facility operators shall be held in the name of the Tribe. Such net revenues may be expended only by the Tribal Council by resolution and only for the following purposes:

- 7.1.1.1 To fund tribal government operations or programs.
- 7.1.1.2 To provide for the general welfare of the Tribe and its members.
- 7.1.1.3 To promote tribal economic development.
- 7.1.1.4 To donate to charitable organization.

7.1.1.5 To help fund operations of local government agencies.

7.1.1.6 To make such contributions to the Special Distribution Fund and Revenue Sharing Trust Fund as may be required under the California Compact.

7.2 Maintenance of Records. The Tribal Gaming Commission shall insure that all accounting records of each gaming operation and gaming facility operator are kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. The Tribal Gaming Commission shall also insure that gaming operations, gaming facility operators, and the Tribal Gaming Commission maintain the following records for not less than three years;

7.2.1 Revenues, expenses, assets, liabilities and equity for each gaming facility at which Class II and Class III gaming is conducted;

7.2.2 Daily cash transactions for each Class II and Class III game at each gaming facility at which gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box, and gaming room bank;

7.2.3 All markers, IOUs, returned checks, hold checks or other similar credit instruments;

7.2.4 Individual and statistical game records (except card games) to reflect statistical drop and statistical win; for electronic, computer, or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prized won;

7.2.5 Contracts, correspondence and other transaction documents relating to all vendors and contractors;

7.2.6 Records of all tribal gaming enforcement activities;

7.2.7 All gaming-related audits prepared by or on behalf of the Tribe or one of its subdivisions;

7.2.8 Personnel information on all Class II and Class III tribal gaming employees or agents including rotation sheets, hours worked, employee profiles and background checks.

Section 8. Gaming Management Contract Requirements.

- 8.1 License; Approval.** In addition to specific licensing requirements contained in this Code, each management contract shall fully comply with and is subject to the prior approval of the National Indian Gaming Commission.
- 8.2 Approval Procedures.** Before submission to the NIGC, each management contract shall be approved by the Tribal Council with the advice and comment of the Tribal Gaming Commission. In addition, all management contracts for Class III gaming in Arizona must receive certification from the Arizona State gaming agency. Before giving final consideration to any proposed management contract, the Tribal Council shall direct the Tribal Gaming Commission to conduct a complete background investigation of persons with a financial interest in, or having management responsibility for, the management contract, including requiring the submission of all information required under 25 C.F.R. § 537, as amended, incorporated herein by this reference and, where applicable, seek State certification of the agreement.
- 8.2.1 The proposed management contractor must submit a complete background check form which contains at a minimum the following: its name, its address, the names and addresses of each person having a direct financial interest or management responsibility for the proposed management contractor, and in the case of a corporation the names and addresses of each member of its board of directors and all stockholders who hold directly or indirectly 10 percent or more of its issued or outstanding stock.
- 8.2.2 A description of any previous experience that each person listed in Section 8.2.1 above has had with other gaming contracts with Indian tribes or with any gaming activity or operation wherever located, including the name and address of any tribal government or licensing agency with which such person has had a contract, license, permit, or other agreement relating to gaming.
- 8.2.3 A complete financial statement of each person listed in Section 8.2.1.
- 8.2.4 The Tribal Gaming Commission shall contact each of the tribal governments and licensing agencies in Section 8.2.2 to determine the performance history of the proposed management contractor.
- 8.2.5 The Tribal Gaming Commission shall arrange to have each proposed management contractor investigated to learn of his personal attributes and

to determine whether he has a prior criminal record or any pending criminal charges.

8.2.6 The Tribal Gaming Commission shall obtain an independent verification of the completed financial statements of the proposed management contractor.

8.2.7 The Tribal Gaming Commission shall undertake any additional steps it can to determine the character and reputation of the proposed management contractor and each person listed in Section 8.21.

8.2.8 If the Tribal Council after reviewing the above-described information, still desires to enter into a management contract with the proposed management contractor, such management contract shall be made in writing and submitted to the Tribe's attorneys for review.

8.3 Compliance with 25 C.F.R. Part 531. Before any management contract is approved by the Tribal Council, it must include at a minimum all of the required provisions contained in 25 C.F.R. Part 531, as amended, incorporated herein by this reference.

8.4 Submission to National Indian Gaming Commission. If the Tribal Council is satisfied with the information it receives it shall submit the proposed contract along with all of the above described and any additional information requested to the Chairman of the NIGC for approval.

Section 9. Severability. In the event that any section or provision of this Code is held invalid by a court of competent jurisdiction, the remaining sections or provisions of this Code shall continue in full force and effect.

Section 10. Effective Date. This Code shall become effective upon the date of its approval by the Chairman of the NIGC pursuant to the IGRA. Any subsequent amendments to this Code shall become effective upon the date of their approval by the Tribal Council.

**GAMING CODE
OF THE
QUECHAN INDIAN TRIBE**

SEP 25 2002

**TITLE IV
CLASS III GAMING IN THE STATE OF CALIFORNIA**

- Section 1. Applicability.** This Title applies to and regulates all Class III gaming activities operated on Quechan Indian lands within the State of California.
- Section 2. Ownership of Gaming Operation.** The Class III gaming operations authorized under this Title shall be owned solely by the Quechan Indian Tribe.
- Section 3. Class III Games Authorized for Play in the State of California**
- 3.1 Authorized Class III Games.** Consistent with applicable law and the California Compact, the Tribe authorizes the following Class III games of chance for play on Quechan Indian lands located in the State of California:
- 3.1.1 Gaming devices;
 - 3.1.2 Banking or percentage card games; and
 - 3.1.3 Devices or games that are authorized under California state law to the California State Lottery, provided that the Tribe will not offer such games through use of the Internet unless others in the state are permitted to do so under state or federal law.
- 3.2 Technical Requirements Applicable to the Class III Games Authorized for Play in California.**
- 3.2.1 All gaming devices and other games authorized in Section 3.1 of this Title must comply with technical standards adopted by the Tribal Gaming Commission.
 - 3.2.2 The technical standards adopted by the Tribal Gaming Commission shall be no less stringent than those approved by a recognized gaming testing laboratory in the gaming industry.

3.2.3 The Tribal Gaming Commission may, at its discretion, require the testing of any gaming device to ensure compliance with the requirements of Section 3.2 of this Title.

Any such testing shall be conducted according to the technical standards adopted by the Tribal Gaming Commission.

3.3 Number of Games and Locations.

3.3.1 Number of Gaming Devices. The Tribe may operate up to the number of gaming devices provided for under Section 4.3 of the California Compact, as may be amended from time to time.

3.3.2 Authorized Gaming Facilities. The Tribal Gaming Commission may license no more than 2 Class III gaming facilities in California, and only on those Indian lands on which gaming may lawfully be conducted under IGRA

3.4 Transportation of Gaming Devices. The Tribal Gaming Commission shall not permit any gaming device used in a Class III gaming facility in California to be transported to or from the Tribe's land except in accordance with Section 7.4.5(b) of the California Compact and procedures established by agreement between the State Gaming Agency and the Tribal Gaming Commission and upon at least 10 days' notice to the Imperial County Sheriff's Department.

Section 4. Licensing Standards.

4.1 Mandatory Licenses. All persons in any way connected with the gaming operation or gaming facility who are required to be licensed or to submit to a background investigation under IGRA, and any others required to be licensed under the California Compact, including all gaming employees, gaming resource suppliers, financial sources, and the gaming facility must be licensed by the Tribal Gaming Commission.

4.2 Suitability Standard. In reviewing an application for a gaming license, and in addition to any standards set forth in this Title or in regulations of the Tribal Gaming Commission, the Tribal Gaming Commission shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Tribe's gaming operations, or tribal government gaming generally, are free from criminal and dishonest elements and would be conducted honestly. A license may not be issued unless, based on all information and documents submitted, the Tribal Gaming Commission is satisfied that the applicant is all of the following, in addition to any other criteria in the IGRA:

- 4.2.1 A person of good character, honesty, and integrity;
- 4.2.2 A person whose prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gambling, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gambling, or in the carrying on of the business and financial arrangements thereto.
- 4.2.3 A person who is in all other respects qualified to be licensed as provided in the California Compact, the IGRA, this Title, and any other criteria adopted by the Tribal Gaming Commission or the Tribe.

Section 5. Class III Gaming Facility License

- 5.1 Current and Valid Class III Gaming Facility License.** No Class III gaming activity may be operated in any gaming facility unless the gaming facility possesses a current and valid Class III gaming facility license issued by the Tribal Gaming Commission. The Class III gaming facility license shall serve as a certificate of occupancy and must be issued prior to occupancy of the gaming facility.
- 5.2 Application Procedure for Class III Gaming Facility License.** For each gaming facility in which it conducts Class III gaming activities, the Tribe shall file with the Tribal Gaming Commission an application for a Class III gaming facility license. The application shall contain the name of the proposed gaming facility, its location, the kind of gaming activities to be offered within the proposed gaming facility, the number of each kind of Class III game, and all other pertinent information required by this Code and Tribal Gaming Commission regulations.
- 5.3 Procedure for Review of Class III Gaming Facility License Application.** Before issuing a license to a Class III gaming facility, the Tribal Gaming Commission shall:
 - 5.3.1 Review the scope of the proposed gaming activity to ensure that all criteria required by this Code are met;
 - 5.3.2 Review the application to ensure that all of the criteria set forth in Section 5.4 of this Title will be met; and
 - 5.3.3 Take any additional steps necessary to ensure the integrity of such gaming activity.
- 5.4 Criteria for Issuance of a Class III Gaming Facility License.** The Tribal Gaming

Commission may issue a license to a Class III gaming facility only if all of the following criteria are met:

- 5.4.1 The gaming facility is to be located on land that was held in trust for the Tribe prior to October 17, 1988; or on trust lands that were located within or contiguous to the boundaries of the Reservation on October 17, 1988; or on lands taken into trust after October 17, 1988, pursuant to the process detailed in 25 U.S.C. § 2719.
- 5.4.2 The gaming activity proposed to be conducted within the gaming facility is authorized by this Code and the California Compact.
- 5.4.3 The number of authorized games is authorized by this Code and the California Compact.
- 5.4.4 The construction and maintenance of the gaming facility, and the operation of the proposed gaming activity, shall be conducted in a manner which the Tribal Gaming Commission finds will adequately protect the environment and the public health and safety.
- 5.4.5 The gaming facility meets the standards contained in the Uniform Laws Annotated Codes covering the following:
 - 5.4.5.1 The Uniform Building Code (1988 or revised edition);
 - 5.4.5.2 The Uniform Mechanical Code (1988 or revised edition);
 - 5.4.5.3 The Uniform Plumbing Code (1988 or revised edition);
 - 5.4.5.4 The Uniform Fire Code (1988 or revised edition); and
 - 5.4.5.5 The National Electrical Code (1996 or revised edition).
- 5.4.6 The gaming facility meets the requirements of the federal Americans with Disabilities Act, P.L. 101-336, as amended, 42 U.S.C. § 12101 *et seq.*
- 5.4.7 Inspections by qualified building and safety experts have been carried out under the direction of the Tribal Gaming Commission as the basis for issuing any Class III gaming facility license.

5.5 Inspections by State Gaming Agency.

- 5.5.1 The Tribal Gaming Commission shall give the State Gaming Agency's designated agent reasonable notice of each inspection performed by the Tribe's experts under Section 5.4.7 of this Title and permit such State agent to accompany any such inspection.
- 5.5.2 The Tribe agrees to correct any gaming facility condition noted by the State's designated agent in a Section 5.4.7 inspection that does not meet the standards set out in Sections 5.4.5 and 5.4.6 of this Title.
- 5.5.3 The Tribal Gaming Commission and the State's designated agent shall exchange any reports of a Section 5.4.7 inspection within 10 days after completion of the report and simultaneously forward a separate report to the Tribe's President.
- 5.5.4 Upon certification by the Tribe's experts that a gaming facility meets applicable standards, the Tribal Gaming Commission shall forward the experts' certification to the State's designated agent within 10 days of issuance.
- 5.5.5 If the State's designated agent objects to the Tribe's experts' certification, the Tribe shall make a good faith effort to address the State's concerns. If the State does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of the California Compact.

5.6 Grounds for Denial of Class III Gaming Facility License

- 5.6.1 A Class III gaming facility license shall be denied if the Tribal Gaming Commission finds that:
 - 5.6.1.1 Any of the criteria contained in Section 5.4 of this Title have not been met; or
 - 5.6.1.2 Any aspect of the gaming facility is constructed or maintained in a manner that endangers the health and safety of occupants or the integrity of the gaming operation.

- 5.7 **Fee for Class III Gaming Facility License Application.** An applicant for a Class III gaming facility license shall pay to the Tribal Gaming Commission a fee, set by the Tribal Gaming Commission, sufficient to compensate the Tribal Gaming Commission for the cost of review of the license application.

- 5.8 Form of Class III Gaming Facility License.** Every Class III gaming facility license issued by the Tribal Gaming Commission shall include the name and address of the licensed facility, the name and address of the Tribe, the type and number of authorized Class III games to be conducted in the facility, the signature of an authorized officer of the Tribal Gaming Commission, a license identification number, and the date of expiration.
- 5.9 Scope of Class III Gaming Facility License.** A Class III gaming facility license issued by the Tribal Gaming Commission shall be effective for only the gaming activity, including the type and number of games to be played within the facility, and location specified in the application and the license.
- 5.10 Term of Class III Gaming Facility License.** A Class III gaming facility license shall be valid for a period of not more than 2 years from the date of issuance.
- 5.11 Posting of Class III Gaming Facility License.** Each gaming facility shall post its Class III gaming facility license in a conspicuous and public place in the gaming facility at all times. If the Tribe has more than one gaming facility, it must obtain and post a separate license for each gaming facility.
- 5.12 Renewal of Class III Gaming Facility License.** Each Class III gaming facility license must be reviewed and renewed, if appropriate, at least every 2 years. Verification that this requirement has been met shall be provided by the Tribal Gaming Commission to the State Gaming Agency every 2 years.

Section 6. Class III Tribal Gaming Employee License

- 6.1 Current and Valid Class III Tribal Gaming Employee License Required.** Every gaming employee, including primary management officials and key employees, participating in any Class III gaming activity shall apply for a Class III tribal gaming employee license and shall possess a current and valid Class III tribal gaming employee's license no later than 90 days from date of employment. In addition, all gaming employees must apply for a determination of suitability for licensure under the California Gambling Control Act from the State Gaming Agency, except for "non-key gaming employees" as defined by agreement between the Tribal Gaming Commission and the State Gaming Agency under Section 6.5.6 of the California Compact.
- 6.2 Application Procedure for Class III Tribal Gaming Employee License.** All applicants shall submit an application to the Tribal Gaming Commission on such form and in such manner as the Tribal Gaming Commission may require. All applications shall be accompanied by the applicant's fingerprint card(s), current photograph, and

any applicable fee required by the Tribal Gaming Commission. No application will be processed by the Tribal Gaming Commission unless that application form is complete and the applicant has signed all of the information release forms and privacy waivers required by the Tribal Gaming Commission.

6.3 Application for Suitability Determination. Before issuing a temporary or permanent license, the Tribal Gaming Commission shall require all applicants, except those exempted under Section 6.1 of this Title, to file with the State Gaming Agency an application for a determination of suitability for licensure under the California Gambling Control Act and such releases as may be required under section 6.4.3 of this Title.

6.4 Procedure for Review of Class III Gaming Employee License Application.

6.4.1 Background Investigations. Before issuing a license, the Tribal Gaming Commission shall conduct or cause to be conducted a background investigation sufficient to determine that the applicant is qualified for a gaming license under the standards set out in Section 4.2 of this Title and to fulfill all requirements for licensing under the IGRA, the California Compact, and this Code. The Tribal Gaming Commission shall not issue a license other than a temporary license until a determination is made that those qualifications have been met.

6.4.2 Reliance on Other Sources. To fulfill some or all of the Tribal Gaming Commission's background investigation obligation, and to the extent that doing so does not conflict with or violate the IGRA or this Code, the Tribal Gaming Commission may:

6.4.2.1 Contract with the State Gaming Agency for the conduct of background investigations;

6.4.2.2 Rely on a state certification of non-objection previously issued under a gaming compact involving another tribe; or

6.4.2.3 Rely on a state gaming license previously issued to the applicant.

6.4.3 Releases. Applicants shall be required to provided releases to the State Gaming Agency and the Tribal Gaming Commission to permit the State Gaming Agency and the Tribal Gaming Commission to exchange background information regarding the applicant.

- 6.4.4 California Law Enforcement Telecommunications System (CLETS) Compliance.** Article 6 (commencing with Section 11140) of Chapter 1 of Title 1 of Part 4 of the California Penal Code is applicable to members, investigators, and staff of the Tribal Gaming Commission. For purposes of carrying out its obligations under Section 6.4 of this Title, the Tribal Gaming Commission shall be considered to be an entity entitled to receive state summary criminal history information within the meaning of subdivision (b)(12) of Section 11105 of the California Penal Code.
- 6.4.5 Reporting to NIGC and State Gaming Agency.** To the extent required by the IGRA and the California Compact, the Tribal Gaming Commission shall promptly forward applications, background investigation reports, and related information to the NIGC and the State Gaming Agency and notify the NIGC, and the State Gaming Agency of its decisions to deny, issue, suspend or revoke licenses. The Tribal Gaming Commission shall cooperate with the State Gaming Agency in sharing as much background information as possible, both to maximize investigative efficiency and thoroughness, and to minimize investigative costs.
- 6.4.6 Temporary Licenses.** If the Tribal Gaming Commission has conducted a preliminary background investigation, and the investigation or other information held by the Tribal Gaming Commission does not indicate that the applicant has a criminal history or other background information that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license, or is otherwise unsuitable for licensing, the Tribal Gaming Commission may issue a temporary license and may impose such conditions thereon, pending completion of the applicant's background investigation, as the Tribal Gaming Commission in its sole discretion shall determine. Special fees may be required by the Tribal Gaming Commission to issue or maintain a temporary license. A temporary license shall remain in effect until suspended or revoked, or a final determination is made on the application. At any time after issuance of a temporary license, the Tribal Gaming Commission may suspend or revoke it in accordance with Sections 6.5 and 9 of this Title, and the State Gaming Agency may request suspension or revocation in accordance with Section 6.5.2 of this Title.
- 6.4.7 Issuance of Class III Gaming Employee License.** Upon completion of the necessary background investigation, the Tribal Gaming Commission may issue a license on a conditional or unconditional basis. With respect to key employees and primary management officials, however, the Tribal Gaming Commission must wait at least 30 days from the date the NIGC receives the

application and investigative report before issuing a license, in order to provide the NIGC with an opportunity to notify the Tribal Gaming Commission of any objections the NIGC may have to the issuance of the license. When such objections are received from the NIGC within the 30-day time period, the Tribal Gaming Commission must reconsider the application in question, taking into account the NIGC's objections.

6.4.8 State Gaming Agency Hearings. Upon notice from the State Gaming Agency that it intends to deny an application for a determination of suitability, the Tribal Gaming Agency shall promptly review the State Gaming Agency's preliminary decision and, if the Tribal Gaming Commission objects to the proposed denial, request an opportunity for a hearing and diligently exercise the right to a hearing by appearing and participating in the hearing.

6.4.9 Retention of Files. All applications, background checks, and Tribal Gaming Commission decisions shall be retained in the Tribal Gaming Commission files for a period of at least 3 years.

6.5 Denial, Suspension, or Revocation of Class III Gaming Employee License.

6.5.1 Any application for a gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming Commission determines that: the application is incomplete or deficient; the applicant failed to comply with any provision of the IGRA, the California Compact, this Code, Tribal Gaming Commission regulations, or a tribal gaming license; or if the applicant is determined to be unsuitable or otherwise unqualified for a gaming license. Pending revocation, the Tribal Gaming Commission may summarily suspend the license if it determines that the continued licensing of the person could constitute a threat to public health or safety or may violate the licensing standards contained in the IGRA, this Code, regulations promulgated by the Tribal Gaming Commission, or the California Compact.

6.5.2 Except as provided for in Section 6.5.3 of this Title, upon receipt of notice from the State Gaming Agency that it has determined that a person would be unsuitable for licensure, the Tribal Gaming Commission shall promptly deny or revoke any license that it has issued to the person; provided that the Tribal Gaming Commission may, in its discretion, re-issue a license to the person following entry of a final judgement reversing the determination of the State Gaming Agency in a proceeding in state court conducted pursuant to Section 1085 of the California Civil Code.

6.5.3 Notwithstanding a determination of unsuitability by the State Gaming Agency,

the Tribal Gaming Commission may, in its discretion, decline to deny or revoke a license issued to a person exempted under Section 6.1 of this Title or to a person meeting each of the following criteria:

6.5.3.1 The person holds a valid and current license issued by the Tribal Gaming Commission that must be renewed at least every 2 years;

6.5.3.2 The grounds for the State Gaming Agency's denial of the application for a suitability determination predate the filing of the person's application with the State Gaming Agency;

6.5.3.3 The person is not an employee or agent of any other gaming operation, except a gaming operation of the Quechan Indian Tribe; and

6.5.3.4 The person is either:

6.5.3.4.1 A person who is either certified by the Tribe as being a member pursuant to criteria and standards specified in the Tribe's Constitution, or a holder of a confirmation of membership issued by the Bureau of Indian Affairs; or

6.5.3.4.2 A person who has been in the continuous employ of the Tribe for at least 3 years prior to September 10, 1999.

6.6 Fee for Class III Tribal Gaming Employee License. Applicants shall pay to the Tribal Gaming Commission a fee, set by the Tribal Gaming Commission, sufficient to compensate the Tribal Gaming Commission for the cost of review of the license application.

6.7 Scope of Class III Tribal Gaming Employee License. A license shall be effective only for the person to whom it is issued and only with respect to the gaming facilities specified in the application and license. Any such license may be transferred to a new gaming facility only upon prior approval by the Tribal Gaming Commission. All requests for such a transfer of the license shall be submitted to the Tribal Gaming Commission in writing and identify the proposed new gaming facility.

6.8 Identification Badges.

- 6.8.1 Form of Identification Badge.** The Tribal Gaming Commission shall issue an identification badge to each Class III tribal gaming employee which shall include a photograph, the first and last name of the employee, and an identification number unique to that individual license, and the date of expiration of his or her license. Each Class III tribal gaming employee shall wear his or her identification badge in plain view at all times while in the gaming facility.
- 6.8.2 Requirement to Produce.** A Class III tribal gaming employee must wear his identification in plain view during all working hours and must produce that license upon the request of any law enforcement official with jurisdiction over the gaming activity or any agent of the Tribe, the Tribal Gaming Commission, the National Indian Gaming Commission, or the State Gaming Agency.
- 6.9 No Implied Right.** Neither the issuance of a license by the Tribal Gaming Commission nor the issuance of a suitability determination by the State Gaming Agency creates or implies a right of employment or continued employment. The issuance of a suitability determination from the State Gaming Agency in no way creates an implied right to a Class III tribal gaming license.
- 6.10 Licensing Period.** A license shall be effective for a period no longer than 2 years after the date of issuance and shall state on its face the date the license became effective and the date that it expires.
- 6.11 Renewal of Class III Gaming License.** Application for renewal of a license must be made prior to its expiration. Applicants for renewal of a license shall provide updated material as requested on the appropriate renewal forms but, at the discretion of the Tribal Gaming Commission, may not be required to resubmit historical data previously submitted or that is otherwise available to the Tribal Gaming Commission. The Tribal Gaming Commission shall also require applicants for renewal to apply to the State Gaming Agency for renewal of a determination of suitability. At the discretion of the Tribal Gaming Commission, an additional background investigation may be required at any time if the Tribal Gaming Commission determines the need for further information concerning the applicant's continuing suitability or eligibility for a license. Prior to renewing a license, the Tribal Gaming Commission shall deliver to the State Gaming Agency copies of all information and documents received in connection with the application for renewal.
- 6.12 Monthly Reports to State Gaming Agency.** The Tribal Gaming Commission shall provide the State Gaming Agency with the name, badge identification number, and job descriptions of all "non-key gaming employees" described in Section 6.1 of this Title on a monthly basis.

Section 7. Class III Financial Source License.

- 7.1 Current and Valid Class III Financial Source License Required.** Any person extending financing to the Tribe's gaming facility or gaming operation shall be licensed by the Tribal Gaming Commission prior to extending that financing. In addition, all such persons must obtain a determination of suitability for licensure under the California Gambling Control Act from the State Gaming Agency.
- 7.2 Exemptions.** The Tribal Gaming Commission may, at its discretion, exempt from the licensing requirements set out in Section 7.1 of this Title, financing provided by:
- 7.2.1 A federally- or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution;
 - 7.2.2 Any agency of the federal, state, or local government; or
 - 7.2.3 Any investor who, alone or in conjunction with others, holds less than 10% of any outstanding indebtedness evidenced by bonds issued by the Tribe.
- 7.3 Business Entities.** For applicants who are business entities, the licensing requirement shall apply to the entity as well as:
- 7.3.1 Each of its officers and directors;
 - 7.3.2 Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager;
 - 7.3.3 Each of its owners or partners, if an unincorporated business;
 - 7.3.4 Each of its members, if a limited liability corporation;
 - 7.3.5 Each of its shareholders who owns more than 10% of the shares of the corporation, if a corporation; and
 - 7.3.6 Each person or entity (other than a financial institution that the Tribal Gaming Commission has determined does not require a license under Section 7.2 of this Title) that alone or in combination with others, has provided financing in connection with any gaming authorized under this Gaming Compact, if that person or entity provided more than 10% of:
 - 7.3.6.1 the start-up capital;

7.3.6.2 the operating capital over a 12-month period; or

7.3.6.3 a combination thereof.

- 7.4 General.** Sections 6.2 through 6.10 of this Title, excluding Section 6.5.3 and 6.8, shall apply to the licensing of financial sources.
- 7.5 Review and Renewal.** Class III financial source licenses shall be reviewed at least every 2 years for continuing compliance. In connection with such a review, the Tribal Gaming Commission shall require the financial source to update all information provided in the previous application. For purposes of Section 6.11 of this Title, such a review shall be deemed to constitute an application for renewal.
- 7.6 Effect of Denial or Expiration of Suitability Determination by State Gaming Agency.** The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a financial source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the financial source's license by the Tribal Gaming Commission based on a determination of unsuitability by the State Gaming Agency.
- 7.7 Gaming Resource Suppliers as Financial Sources.** A vendor who provides financing exclusively in connection with the sale or lease of gaming resources obtained from that vendor may be licensed solely in accordance with licensing procedures applicable, if at all, to vendors.

Section 8. Class III Gaming Resource Supplier.

- 8.1 Current and Valid Class III Gaming Vendor License Required.** No person may provide gaming resources to any Class III gaming facility or gaming operation on Quechan Indian lands located in the State of California unless such person holds a current and valid Class III gaming vendor license issued by the Tribal Gaming Commission. A person who provides, or is deemed likely to provide, within any 12-month period, at least \$25,000 in gaming resources to any Class III gaming facility or gaming operation located on Quechan Indian lands located in the State of California, or who has received at least \$25,000 from the Tribe's gaming operation in any consecutive 12-month period within the 24-month period immediately preceding application for licensure, must also obtain a determination of suitability for

licensure under the California Gambling Control Act from the State Gaming Agency.

8.2 Business Entities. For applicants who are business entities, the licensing requirement shall apply to the entity as well as:

8.2.1 Each of its officers and directors;

8.2.2 Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager;

8.2.3 Each of its owners or partners, if an unincorporated business;

8.2.4 Each of its members, if a limited liability corporation;

8.2.5 Each of its shareholders who owns more than 10% of the shares of the corporation, if a corporation; and

8.2.6 Each person or entity (other than a financial institution that the Tribal Gaming Commission has determined does not require a license under Section 7.2 of this Title) that alone or in combination with others, has provided financing in connection with any gaming authorized under this Gaming Compact, if that person or entity provided more than 10% of:

8.2.6.1 the start-up capital;

8.2.6.2 the operating capital over a 12-month period; or

8.2.6.3 a combination thereof.

8.3 General. Sections 6.2 through 6.10 of this Title, excluding Section 6.5.3 and 6.8, shall apply to the licensing of gaming resource suppliers.

8.4 Review and Renewal. Class III gaming vendor licenses shall be reviewed at least every 2 years for continuing compliance. In connection with such a review, the Tribal Gaming Commission shall require the gaming resource supplier to update all information provided in the previous application. For purposes of Section 6.11 of this Title, such a review shall be deemed to constitute an application for renewal.

8.5 Effect of Denial or Expiration of Suitability Determination by State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of gaming resources with any person whose application to the State Gaming Agency for a determination of suitability has

been denied or has expired without renewal. Any agreement between the Tribe and a gaming resource supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the gaming resource supplier's license by the Tribal Gaming Commission based on a determination of unsuitability by the State Gaming Agency.

Section 9 Procedures for Denial, Suspension or Revocation of Class III Tribal Gaming License.

9.1 Grounds. Based upon reasonable cause and after notice and hearing, the Tribal Gaming Commission may deny, suspend, or revoke any Class III tribal gaming license for any of the grounds specified in Section 6.5.1 of this Title or Section 6.12 of Title III of this Code.

9.2 Notice. Notices of denial, suspension or revocation of a Class III tribal gaming license shall contain:

9.2.1 The name of the person to whom notice is given;

9.2.2 Citation to the requirement of this Code that has been or will be violated;

9.2.3 A description of the circumstances surrounding the violation, including the nature of the gaming activity being conducted;

9.2.4 A reasonable time for correction, if the respondent cannot take measures to correct the violation immediately; and

9.2.5 Notice of the right to a hearing before the Tribal Gaming Commission, including the opportunity to present testimony, to cross-examine opposing witnesses, and to present any other evidence as to why the Commission should not deny, suspend or revoke the tribal gaming license or enjoin the gaming activity;

9.3 Hearing. Upon the request of the person named in the notice, the Tribal Gaming Commission shall set a hearing within 30 days from the date from service of the notice upon the respondent.

9.3.1 At the hearing, the respondent shall have the opportunity to present witnesses, cross-examine opposing witnesses, and to present any other evidence as to why the Commission should not deny, suspend, or revoke the tribal gaming

license, or enjoin the gaming activity.

9.3.2 The hearing shall be governed in all respects in accordance with tribal law and Tribal Gaming Commission regulations.

9.4. Procedure for Emergency Suspension of a Class III Tribal Gaming License.

9.4.1 Grounds. Whenever the Tribal Gaming Commission has reasonable cause to believe that the continued licensing of the person could constitute a threat to public health or safety or may violate the licensing standards contained in the IGRA, this Code, Tribal Gaming Commission regulations, or the California Compact, the Tribal Gaming Commission may issue a notice of emergency suspension of tribal gaming license.

9.4.2 Notice. The notice shall contain the information specified in Section 9.2 as well as a statement that the respondent is entitled to a hearing within 10 business days of receipt of the notice.

9.4.3 Hearing. The Tribal Commission shall schedule a hearing within 10 business days of the respondent's receipt of the notice. The hearing shall be conducted in accordance with Section 9.3 of this Title.

9.5 Mandatory Immediate Suspension of Class III Tribal Gaming Employees. Upon the Tribal Gaming Commission's receipt of notification from the NIGC, the State Gaming Agency, or another law enforcement entity that reliable information exists that a Class III tribal gaming employee is not eligible for employment, the Tribal Gaming Commission shall immediately suspend a Class III tribal gaming employee license for not more than 30 days. Upon suspension, the Commission shall issue a notice of mandatory immediate suspension and proposed revocation, and include the information specified in Section 9.2 of this Title. Hearings shall be conducted in accordance with Section 9.3 of this Title.

9.6 Duty of Tribal Gaming Participants to Cease Gaming Activity. Whenever the Tribal Gaming Commission denies, suspends, or revokes a tribal gaming license under this section the licensee shall immediately cease its participation in all Class III gaming activities conducted within the jurisdiction of the Tribe.

9.7 Final Decision. Decisions of the Tribal Gaming Commission pursuant to this section are final and nonreviewable unless otherwise permitted by tribal law.

Section 10 Additional Rights, Duties and Responsibilities of the Tribal Gaming

Commission Regarding Class III Gaming in California. In addition to the other rights, duties and responsibilities delegated to it under this Code and applicable tribal law, the Tribal Gaming Commission shall be responsible for the following activities that relate specifically to Class III gaming in the State of California.

10.1 Regulation. The Tribal Gaming Commission shall adopt such regulations, procedures, specifications, and standards as may be reasonably required to implement and comply with the provisions of this Code, the IGRA, the California Compact, and other applicable gaming laws. Regulations promulgated by the Tribal Gaming Commission shall be subject to the approval of the Tribal Council and may contain more stringent requirements or criteria than the minimum standards contained in this Code.

10.2 Persons Excluded. The Tribal Gaming Commission shall establish a list of persons barred from all tribally licensed gaming facilities because their past behavior, criminal history or association with persons or organizations poses a threat to the integrity of the gaming activities of the Tribe or to the integrity of regulated gaming within the State of California. The Tribal Gaming Commission shall employ its best efforts to exclude persons on such list from entry into its licensed gaming facilities.

10.3 Ensure Proper Surveillance. The Tribal Gaming Commission shall ensure that all Class III gaming facility operators maintain a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming Commission. The Tribal Gaming Commission shall have current copies of the gaming facility floor plan and closed-circuit television system at all times, and any modifications thereof first shall be approved by the Tribal Gaming Commission.

10.4 Investigations. The Tribal Gaming Commission shall investigate any reported violation of the IGRA, the California Compact or tribal law occurring within the gaming facility or surrounding premises and shall require any person to correct the violation upon such terms and conditions as the Tribal Gaming Commission determines are necessary and proper under the provisions of this Code.

10.5 Tribal Gaming Commission Right of Inspection.

10.5.1 The Tribal Gaming Commission shall have the right to inspect any gaming facility at any time and shall have immediate access to any and all areas of a gaming facility for the purpose of ensuring compliance with the provisions of IGRA, this Code, Tribal Gaming Commission Regulations, and the California Compact.

10.5.2 The Tribal Gaming Commission shall employ Class III gaming inspectors or agents who shall act under the authority of the Tribal Gaming Commission. Said inspectors shall be independent of any gaming facility operator and any management contractor, and shall be supervised and accountable only to the Tribal Gaming Commission. Said inspectors shall have the right to inspect any gaming facility at any time and shall have immediate access to any and all areas of the gaming facility. An inspector shall be present in the gaming facility during all hours of gaming operation.

10.6 Reports from Tribal Gaming Commission Inspectors. The Tribal Gaming Commission shall ensure that its Class III gaming inspectors report to the Tribal Gaming Commission all unusual occurrences and all violations or suspected violations of the IGRA, the California Compact or of the Tribe's gaming laws by any employee or agent of a gaming facility operator or any person on the premises, whether or not such occurrences are associated with gaming activities. Regardless of the identity of the reporter or to whom the report is made, the Tribal Gaming Commission shall make a written record of any unusual occurrences, violations or suspected violations, without regard to materiality. Each entry shall be assigned a sequential number and shall include, at a minimum, the following information which shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page is sequentially numbered:

10.6.1 The assigned number;

10.6.2 The date;

10.6.3 The time;

10.6.4 The location of the incident;

10.6.5 A detailed description of the incident;

10.6.6 The person(s) involved in the incident; and

10.6.7 The name of the security department or Tribal Gaming Commission employee assigned to investigate.

10.7 Duty to Report to State Gaming Agency. The Tribal Gaming Commission shall report significant or continued violations of this Compact or failures to comply with its orders to the State Gaming Agency.

10.8 Assistance by State Gaming Agency. The Tribal Gaming Commission may request

the assistance of the State Gaming Agency whenever it reasonably appears that such assistance may be necessary to carry out the purposes of Section 10 of this Title, or otherwise to protect public health, safety or welfare. The Tribe shall reimburse the State of California for the state's actual and reasonable costs of assistance when the assistance requires expenditure of extraordinary costs.

- 10.9 Access to Premises by State Gaming Agency.** The State Gaming Agency shall have the right to inspect any of the Tribe's gaming facilities located in the State of California with respect to Class III gaming activities only, and all gaming facility records relating thereto, subject to the conditions specified in Section 7.4 of the California Compact.
- 10.10 Retention of Report of Inspections and Investigations.** Copies of all reports of inspections or investigations conducted by the State Gaming Agency shall be maintained by the Tribal Gaming Commission for no less than 10 years.
- 10.11 Association Regulations.** The Tribal Gaming Commission shall review and submit comments to the Association on regulations proposed by the State Gaming Agency in accordance with Section 8.4 of the California Compact.

Section 11. Public and Workplace Health and Safety, and Liability

- 11.1 General.** The Tribe will not conduct Class III gaming in a manner that endangers the health, safety, or welfare; provided that nothing herein shall be construed to make applicable to the Tribe any state laws or regulations governing the use of tobacco.
- 11.2 Standards.** The Tribe shall adopt, and make available on request, health and safety standards described in subdivisions (a)-(c) and (e)-(k) of Section 10.2 of the California Compact to which the gaming operation is held.
- 11.3 Patron Claims.**
- 11.3.1 Insurance.** The gaming operation shall carry no less than 5,000,000 in public liability insurance for patron claims.
- 11.3.2 Due Diligence.** The Tribe shall take reasonable steps to ensure that claims patron claims are promptly and fairly adjudicated, and that legitimate claims are paid in a timely manner.
- 11.3.3 Tort Liability Ordinance.** The Tribe shall adopt and make available to patrons a tort liability ordinance in accordance with Section 10.2(d) of the California Compact.

11.4 Employment Programs.

11.4.1 Workers' Compensation. The Tribe shall either elect to participate in the State statutory workers' compensation system or create a workers' compensation under tribal law meeting the minimum requirements of Section 10.3(a) of the California Compact.

11.4.2 Unemployment Benefits. The Tribe's gaming operation will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to gaming employees in accordance with Section 10.3(b) of the California Compact.

11.4.3 Taxes. As a matter of comity, with respect to persons employed at the gaming facility, other than members of the Tribe, the Tribe shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code, and shall forward such amounts as provided in said Codes to the State.

11.5 Emergency Service Accessibility. The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the gaming facility.

11.6 Possession of Firearms. Possession of firearms shall be prohibited at all times in the gaming facility, except for federal, state, local, or tribal security or law enforcement personnel authorized by tribal, federal, or state law to possess firearms at the facility.

11.7 Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law. If the Tribe permits the consumption of alcoholic beverages in the gaming facility, the Tribe shall prohibit persons under the age of 21 from being present in any area in which Class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the California Department of Alcoholic Beverage Control.

11.8 Prohibition Regarding Minors. The Tribe shall not permit persons under the age of 21 to be present in any room in which Class III gaming activities are being conducted.