



JUN 26 2001

Kevin Day, Chairman
Tuolumne Band of Me-Wuk Indians
P.O. Box 699
Tuolumne, CA 95376

Dear Chairman Day:

This letter is in response to the submission of the Tuolumne Band of Me-Wuk Indians (Tribe) Gaming Ordinance of 2001, Resolution No. 00-04-01, adopted by the Tribe on April 18, 2001, and received by the National Indian Gaming Commission (NIGC) on May 3, 2001. Under the Indian Gaming Regulatory Act (IGRA), and the regulations promulgated by the NIGC, the Chairman has 90 days to review a new ordinance and either approve or disapprove the ordinance. 25 C.F.R. § 522.4. This letter constitutes an approval under the IGRA. It is important to note that the gaming ordinance is approved for gaming only on Indian lands, as defined in the IGRA, over which the Tribe has jurisdiction.

With approval of the Tribe's Ordinance, the Tuolumne Me-Wuk Tribal Gaming Agency is required to conduct background investigations on its key employees and primary management officials. The NIGC expects to receive a completed application for each key employee and primary management official, pursuant to 25 C.F.R. § 556.5(a), and an investigative report on each background investigation, pursuant to 25 C.F.R. § 556.5(b), before the Tribal Gaming Agency issues a license to a key employee or primary management official.

Thank you for submitting the Tribal Gaming Ordinance of the Tuolumne Band of Me-Wuk Indians. The NIGC staff and I continue to look forward to working with you and the Community in implementing the IGRA.

Sincerely yours,

A handwritten signature in black ink that reads "Montie R. Deer". The signature is written in a cursive style.

Montie R. Deer
Chairman

cc: Mary L. Prevost, Attorney for Tuolumne Band of Me-Wuk Indians

TUOLUMNE BAND OF ME-WUK INDIANS
TUOLUMNE GAMING ORDINANCE OF 2001

1987-3

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TUOLUMNE BAND OF ME-WUK INDIANS
TUOLUMNE GAMING ORDINANCE OF 2001

MAY - 3 2001

Resolution No. 00-04-01

Be it enacted by the Community Council of the Tuolumne Band of Me-Wuk Indians:

The Tuolumne Band of Me-Wuk Indians, a federally recognized Indian Tribe ("Tribe") hereby amends and supercedes the Tuolumne Gaming Act approved by the Tribe and the National Indian Gaming Commission in 1999. This Ordinance shall be known as the Tuolumne Gaming Ordinance of 2001 ("Ordinance").

Section 1. Findings and Policy.

This Ordinance is adopted by the Tuolumne Community Council, pursuant to its authority granted by the Tribe's Constitution, for the purpose of establishing the terms for gaming on Tuolumne Tribal Lands. Gaming shall be conducted for tribal governmental and charitable purposes, and the Tribe shall develop and operate such gaming consistent with the findings herein and in conformity with the federal Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.* ("IGRA")), regulations promulgated thereunder, and the Tribe's Gaming Compact. This Ordinance and regulations promulgated hereunder shall constitute the gaming regulations for the Tribe.

The Tribe finds that:

1.1 Gaming on its Tribal Lands is a valuable means of generating revenues that are needed to promote Tribal self-sufficiency, economic development, employment, job training, and a strong Tribal government, and to fund and provide essential social programs and services;

1.2 The Tribe desires to conduct certain forms of gaming to provide needed revenues to the Tribe, and to regulate and control such gaming in a manner that will protect the environment, the Tribal Lands, the health, security and general welfare of the Tribe, the patrons, and the community; and

Adopted by the Tuolumne Community Council
April 18, 2001

1.3 The Tribe desires to own all gaming on tribal lands, and to manage and regulate such gaming in a manner that will adequately address the interests and needs of the Tribe.

Section 2. Definitions.

Unless specified otherwise, terms used herein shall have the same meaning as in IGRA, including but not limited to references to "Class I", "Class II", and "Class III" gaming, except for references to "Commissioners", "Commission", or "Gaming Commission" which shall mean the Tuolumne Me-Wuk Tribal Gaming Agency or its Commissioners, established and described herein. Capitalized terms shall have the following meanings:

2.1 "Applicant" means an individual or entity that applies for a tribal license or certification of suitability.

2.2 "Association" means an 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.

2.3 "Closely associated independent contractor" means any contractor that shares common ownership, officers, or directors with any management principal or person related thereto.

2.4 "Commissioner" means a duly elected or appointed and qualified member of the Tribe's Gaming Agency, as set forth in this Ordinance.

2.5 "Community Council" means the governing body of the Tribe, as set forth in the Tribe's Constitution and By-laws.

2.6 "Gaming" means an activity in which a person stakes or risks something of value on the outcome of a contest of chance or a future contingent event, not under his or her control or influence, upon an agreement or understanding that the person, or someone else, will receive something of value in the event of a certain outcome, but shall not include bona fide business transactions.

2.7 “Gaming Activities” means any Class I, Class II, or Class III gaming activity conducted on Tribal Lands by or under the jurisdiction of the Tribe.

2.8 “Gaming Compact” or “Compact” means a tribal-state Gaming Compact, including amendments thereto, entered into by the Tribe pursuant to IGRA to govern the conduct of certain Gaming Activities on Tribal Lands.

2.9 “Gaming Employee” means any person who: (a) operates, maintains, repairs, assists in any 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.

2.10 “Gaming Enterprise” or “Gaming Operation” means any gaming business, event, enterprise or activity conducted by or under the jurisdiction of the Tribe, whether exclusively or otherwise, and includes any other Gaming Activities operated by or for the Tribe.

2.11 “Gaming Facility” or “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 (as defined under IGRA) therein.

2.12 “Gaming Resources” means any goods or services provided or used in connection with 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 gaming activities, maintenance or security equipment and services, and gaming consulting services, and the like. The term shall not include professional accounting or legal services.

2.13 “Gaming Resource Supplier” or “Gaming Contractor” means any person or entity who, directly or indirectly, manufacturers, distributes, supplies, vends, leases, or otherwise purveys Gaming Resources to the Gaming Operation,

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Gaming Enterprise, or Gaming Facility, provided that the Tribal Gaming Agency 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 by an applicable Gaming Compact, and provided that the compensation received by the purveyor is not grossly disproportionate to the value of the goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the Gaming Operation.

2.14 "Key Employee" means a person who performs one or more of the following functions: bingo caller; counting room supervisor; chief of security; custodian of gaming supplies or cash; floor manager; pit boss; dealer; croupier; approver of credit; or custodian of gaming devices, including those persons with access to cash and accounting records within such devices. If not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year, and the four most highly compensated persons in the gaming enterprise, are included in the definition of key employees. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under and subject to the requirements for key employees.

2.15 "National Indian Gaming Commission" ("NIGC") means the agency established under IGRA.

2.16 "Person" means any natural person or entity, including but not limited to corporations, partnerships and trusts.

2.17 "Primary Management Official" means the person who has management responsibility for a management contract; any person who has authority to hire and fire employees or to set up working policy for the gaming enterprise; or the chief financial officer or other person who has financial management responsibility. At the discretion of the Tribal Gaming Agency, other positions or persons may be included under and be subject to the requirements for primary management officials.

2.18 "Related to" means persons who are related as a father, mother, daughter, son, sister, brother or spouse.

2.19 "State" means the State of California or an authorized official or agency thereof.

2.20 "State Gaming Agency" means the entity authorized to investigate, approve, and regulate Class III gaming licenses pursuant to the Gambling Control Act (Chapter 5 (commencing with section 19800) of Division 8 of the Business and Professions Code). If the state fails, under a Gaming Compact provision, to designate an agency authorized to investigate, approve, and regulate gaming licenses, any function otherwise assigned to the State Gaming Agency shall be assumed by the Tribal Gaming Agency until such time as the state establishes and designates such an agency.

2.21 "Tribal Chairperson" means the person duly elected or selected under the Tribe's organic documents, customs, or traditions to serve as the primary spokesperson for the Tribe.

2.22 "Tribal Court" means any court established by the Tribe to hear disputes or, if there is none, the Community Council.

2.23 "Tribal Gaming Agency" or "Tribal Gaming Commission" means the Tuolumne Me-Wuk Tribal Gaming Agency, the agency designated under tribal law with the primary responsibility for carrying out the Tribe's regulatory responsibilities under IGRA, any tribal-state Compact to which the Tribe is a party and this Ordinance. The Tribal Gaming Agency shall monitor the Gaming Activities, investigate wrongdoing, conduct background investigations, issue licenses, and perform all other duties required for the regulation of gaming on Tribal Lands, in compliance with all applicable laws. No person employed by or in connection with the management, supervision, or conduct of any gaming activity may be a member or employee of the Tribal Gaming Agency.

2.24 "Tribal Lands" or "Reservation" means "Indian lands," those lands on which the Tribe is authorized to conduct gaming under IGRA.

2.25 "Tribal Member" means any duly enrolled member of the Tribe.

Section 3. Ownership of Gaming.

The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance, except to the extent the Tribe may contract with and license a person or entity to own, operate, or manage the enterprise, pursuant to the provisions of IGRA or as otherwise permitted by law.

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Section 4. Tribal Gaming Agency.

4.1 Establishment of Tribal Gaming Agency. The Tribe hereby establishes a Tribal Gaming Agency to be known as the Tuolumne Me-Wuk Tribal Gaming Agency to regulate, license, investigate, and monitor all gaming activities on tribal lands. The Tribal Gaming Agency shall be comprised of three (3) members of the Tribe, each of whom shall be appointed by the Community Council. The Tribal Gaming Agency must meet the qualifications established under this Ordinance and the Gaming Compact. The Tribe reserves the right to amend the number of members of the Tribal Gaming Agency, depending upon the needs of the operation.

4.2 Disqualifications for Office. The following persons may not serve as Commissioners:

4.2.1 Persons employed in or in connection with the management, supervision, operation, or conduct of any Gaming Activity on Tribal Lands;

4.2.2 Persons related to any gaming contractor (including any principal thereof or closely associated independent contractor);

4.2.3 Persons who would not be eligible to be officers of the Tribe pursuant to the Tribe's Articles and By-laws; and

4.2.4 Persons who would not be able to pass a gaming background investigation and be deemed suitable under the certification and licensing criteria applicable to Class III gaming key employees.

4.3 Terms of Office. Commissioners shall serve for three (3) year terms except that immediately after enactment of this Ordinance, two (2) Commissioners shall serve for three (3) year terms and one (1) shall serve for a two (2) year term. Commissioners may serve beyond the end of their term until replaced, and Commissioners may serve for more than one term.

4.4 Removal from Office. Commissioners may only be removed from office before the expiration of their terms, by the Community Council, for neglect of duty, malfeasance, or other good cause shown. The procedure for removing a Commissioner shall be the same as for removing an officer of the Tribe.

4.5 Quorum. Two (2) members of the Tribal Gaming Agency shall constitute a quorum.

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4.6 Officers and Duties. The Tribal Gaming Agency shall select a Chairman, Vice-Chairman, Secretary, and Treasurer. The Chairman shall preside over meetings of the Tribal Gaming Agency and the Vice-Chairman shall preside in absence of the Chairman. The Secretary shall record, or cause to be recorded in writing, the minutes of all Tribal Gaming Agency meetings and all official actions taken by the Tribal Gaming Agency. The Treasurer, with the assistance of other Commissioners and Tribal Gaming Agency staff, shall be responsible for monitoring the Tribal Gaming Agency's financial books and records and shall prepare, or cause to be prepared, a proposed budget for Tribal Gaming Agency review no later than sixty (60) days prior to the end of each budget year.

4.7 Voting. All actions of the Tribal Gaming Agency shall be taken by majority vote. The Chairperson may vote on any issue.

4.8 Meetings. Meetings shall be held at least once per month at the Tribal Gaming Agency offices ("Scheduled Meetings"). Any tribal member may attend Scheduled Meetings. Scheduled Meetings may be changed at any time by the Tribal Gaming Agency, with notice of such change posted prominently at least three (3) business days in advance at the Office of the Tribal Gaming Agency. Additional meetings shall be held as called by the Chairperson or by at least two (2) other Commissioners. Notice of meetings shall be given in writing to each Commissioner, by first class mail, facsimile, or personal delivery at least three (3) business days prior to such meeting; however, meetings may be called at any time, by any means, with unanimous consent of the Commissioners. All Tribal Gaming Agency discussions, deliberations, and votes taken regarding specific license applications and related background investigations, or any other investigations, and any other matter the Tribal Gaming Agency deems must be kept confidential in order to preserve the integrity of the Gaming Enterprise or the Tribe or to protect the privacy of the applicant, shall be held in executive session.

4.9 Compensation for Serving; Fringe Benefits; Reimbursement of Expenses. Commissioners may be compensated for serving on the Tribal Gaming Agency at rates to be set by the Tribe. Such rates shall be approved by the Tribe or through the Tribal Gaming Agency budget process and shall be identical for all Commissioners. Step increases may be allowed based on length of service. Commissioners may be entitled, at the discretion of the Tribe, to receive fringe benefits which are available to other employees of the Tribe to the extent the provider of such benefits qualifies Tribal Gaming Agency positions for such benefits. Subject to approval by the Tribe and in accordance with its procedures,

Commissioners shall be reimbursed for expenses incurred in connection with the performance of their Tribal Gaming Agency duties.

4.10 Tribal Gaming Agency Funding.

4.10.1 Gaming Agency General Operations Budget. The Tribe recognizes the importance of providing adequate and stable funding to assure that the Tribal Gaming Agency can effectively regulate the Tribe's gaming activities and, at the same time, wants to assure that the Tribal Gaming Agency remains financially accountable to the Tribe. To that end, the Tribal Gaming Agency shall prepare a proposed operating budget and justification no later than thirty (30) days prior to the end of each budget year. The Tribal Gaming Agency budget shall be reviewed by the Community Council annually, and shall be funded through the Tribe's budget process, license fees, fines, and/or assessments. At the end of the budget year, any surplus funds in the Tribal Gaming Agency budget shall be considered in the next year's funding request.

4.10.2 Gaming Agency Equipment, Office, and Capital Expenses. The Tribal Gaming Agency shall specify requirements for the Gaming Facility surveillance system and other equipment to assure effective, high quality regulatory systems that meet or exceed all applicable requirements and standards, including but not limited to the NIGC's Minimum Internal Control Standards. The funding for such regulatory equipment and systems, as well as for Tribal Gaming Agency offices and capital improvements, shall be provided by the Gaming Operation or the Tribe through a separate budget.

4.11 Powers and Duties. The Tribal Gaming Agency shall have the power, duty, and primary responsibility to carry out the Tribe's regulatory responsibilities under federal or tribal law and any applicable Gaming Compact; to enforce those requirements; and to protect the integrity of the Gaming Activities and the reputation of the Tribe and the Gaming Operation for honesty, fairness, and confidence of patrons, under provisions to include the following:

4.11.1 Conduct on-site gaming regulation and control, and inspect, examine, and monitor the Gaming Activities; prepare reports and monitor compliance, including the authority to demand access to and inspect, examine, photocopy and audit all papers, books and records respecting such Gaming Activities;

4.11.2 Investigate any suspicion of wrongdoing in connection with the Gaming Facility or related to any Gaming Activity, and require correction of violations at the Gaming Agency deemed necessary, including establishing and imposing fines or other sanctions against licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements under applicable federal or tribal law or Gaming Compact;

4.11.3 Conduct, or cause to be conducted, such investigations as may be necessary to determine compliance with applicable laws including this Ordinance, or any contracts, agreements, goods, services, events, incidents, or other matters related to Gaming Activities;

4.11.4 Conduct, or cause to be conducted, background investigations regarding any person or entity in any way connected with any Gaming Activity and issue licenses and identification badges to, at minimum, all Key Employees, Primary Management Officials, and Gaming Resource Suppliers according to requirements at least as stringent as those in 25 C.F.R. Parts 556 and 558, this Ordinance and the Compact;

4.11.5 Administer oaths or affirmations to witnesses appearing before the Tribal Gaming Agency; hold hearings, sit and act at such times and places, summon persons on Tribal Lands to attend and testify at such hearings, take testimony, and receive such evidence as the Tribal Gaming Agency deems relevant to fulfill its duties;

4.11.6 Execute agreements necessary to receive comprehensive criminal history and other background investigation information from other jurisdictions and sources;

4.11.7 Implement and administer a system for investigating, licensing, monitoring, reviewing, license revocation, denial, and license renewal for the Gaming Facility, employees, Gaming Contractors and vendors, suppliers, investors, and others connected with Gaming Activities, as described below, including the issuance of licenses to Gaming Facilities, individuals and entities as required under this Gaming Ordinance, IGRA, or any applicable Gaming Compact;

4.11.8 Assure, monitor, and direct inspections of Gaming Facilities by qualified building and safety experts in order to comply with the Tribe's building and safety codes; provide reports to the state; review reports; and issue a certificate of occupancy to the Gaming Facility;

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4.11.9 Provide a copy of each facility license and renewals thereof to the NIGC, including, at minimum: the Tribe's name; name and address of the Gaming Facility; type of Gaming allowed; effective date of license; the signature of the tribal official responsible for issuing the license; and the name and phone number of the tribal governmental agency responsible for the regulation of the gaming operation;

4.11.10 Hear and resolve disputes against the gaming establishment, in accordance with the procedures established in this Ordinance and the Tort Liability Ordinance, consistent with the Tribe's Gaming Compact;

4.11.11 Hire staff and support services as deemed necessary, subject to the Tribal Gaming Agency budget prepared and approved under the provisions of Section 4.10 of this Ordinance;

4.11.12 To the extent required, comply with any reporting requirements established under this Ordinance, the Tribe's Gaming Compact, IGRA and regulations promulgated thereunder, and other applicable law;

4.11.13 Develop forms, reports, procedures, and protocols, and establish joint cooperative working relationships with federal, state and local jurisdictions as necessary to assist the Tribe in ensuring the effective regulation of its gaming;

4.11.14 Investigate gaming and licensing violations and Compact violations, and require correction on terms and conditions as deemed necessary, including, if necessary, the imposition of fines, citations, or other sanctions, by requiring correction of license violations by the licensee directly, by requiring correction of other procedural, gaming, and structural violations by gaming enterprise management, and by notification to applicable regulatory authorities as deemed necessary for violations not corrected in a timely manner;

4.11.15 Issue rules, regulations and procedures as deemed appropriate to implement and ensure the effective enforcement of the provisions of this Ordinance, including but not limited to:

4.11.15.1 Enforce all relevant laws and rules with respect to the Gaming Operation and Gaming Facility, and conduct investigations and hearings regarding enforcement as well as other matters within the Gaming Agency jurisdiction;

4.11.15.2 Protect the physical safety of gaming patrons, employees, and others in the Gaming Facility;

14.11.15.3 Ensure the physical safeguarding of assets transported to, within, and from the Gaming Facility;

14.11.15.4 Prevent illegal activity in the Gaming Facility or Operation through:

- a. maintenance of employee procedures and the surveillance system;
- b. maintenance of detailed and permanent records of all occurrences and incidents in the Gaming Facility that deviate from normal operating policies and procedures;
- c. establishment of employee procedures to detect theft, cheating and fraud;
- d. maintenance of a list of persons barred from the facility;
- e. conduct of an annual CPA audit;
- f. approval of all game rules and regulations;
- g. establish and impose license fees, sanctions, fines, and conditions as appropriate under applicable law;
- h. investigate and assure compliance with any requirements for tribal ownership, management, and control of the Gaming Facility and Gaming Operation, as set forth in applicable law;
- i. investigate and assure compliance with age restrictions for patrons including provisions prohibiting minors in the Gaming Facility and age limits on service of alcoholic beverages as provided under applicable law;
- j. carry out any requirements under tribal or federal law or applicable Gaming Compact for the protection of the

health and safety of Gaming Facility patrons, guests, and employees, including requirements that Gaming Facilities meet building and safety codes duly adopted by the Tribe;

k. maintenance and approval of a surveillance system consistent with industry standards;

l. approval of Gaming Facility floor plans, closed-circuit television system, and cashier's cage, minimum staffing and supervisory requirements, and technical standards for gaming device operations;

4.11.16 Assure gaming devices are not transported to or from the Tribal Lands except in accordance with procedures established by an agreement between the Tribal Gaming Agency and the State Gaming Agency. The agreement shall require at least ten (10) days notice to the county sheriff, and transportation only to specific destinations for specific purposes as established in the agreement and the Gaming Compact;

4.11.17 Promulgate rules for each Class I, Class II or Class III game allowed under this Ordinance, to govern the conduct of such games;

4.11.18 Comply with a tribal conflict of interest policy to assure that Commissioners are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their business;

4.11.19 Adopt, approve, and enforce gaming regulatory standards no less stringent than the Minimum Internal Control Standards promulgated by the National Indian Gaming Commission or required under the Gaming Compact;

4.11.20 Carry out such other duties with respect to Gaming Activities on Tribal Lands as required under applicable laws, including this Ordinance, IGRA, and the Gaming Compact;

4.12 Annual Reports. On or before February 15th of each year, the Tribal Gaming Agency shall provide to the Tribal Council an Annual Report summarizing its activities during the prior twelve (12) month period ending on December 31, and accounting for all receipts and disbursements. The Tribal Council shall cause

copies of the Annual Report to be made available to Tribal Members within thirty (30) days after receipt.

Section 5. Permitted Gaming Activities.

5.1 Unauthorized Gaming Prohibited. All Gaming Activities on Tribal Lands (whether Class I, II or III) are prohibited except as expressly authorized under this Ordinance.

5.1.1 Class I Gaming. Class I Gaming Activities are hereby permitted to the extent consistent with tribal custom and practice. The Community Council may prohibit or prevent any conduct that is claimed to be Class I gaming if the Tribe finds that such conduct is not in accordance with tribal customs or practices or violates IGRA or any other applicable law.

5.1.2 Class II and Class III Gaming. Class II gaming and Class III gaming conducted on Tribal Lands are hereby authorized, provided the Tribe has the sole proprietary interest in and responsibility for the conduct of any Gaming Operation. The Tribe also reserves the right to contract with and license a person or entity to own, operate or manage the Gaming Operation pursuant to the provisions of IGRA or as otherwise permitted by law. Nothing herein shall prohibit the Tribe from engaging the services of non-tribal persons as employees or engaging any person or entity to assist the Tribe in the management of a Gaming Activity pursuant to a management agreement entered into under the provisions of IGRA. Class III gaming shall be conducted in accordance with a tribal-state Compact, or any alternative thereto as provided by IGRA.

Section 6. Gaming Revenues. Except as provided for under the terms of an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, all net revenues generated from any Class II or Class III Gaming Activity are the property of the Tribe. Net revenues from Class II and Class III Gaming Activities shall only be used for the following purposes:

- 6.1.1 To fund tribal government operations or programs;
- 6.1.2 To provide for the general welfare of the Tribe and its members;
- 6.1.3 To promote economic development for the Tribe;

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6.1.4 To donate to charitable organizations; or

6.1.5 To help fund operations of local governmental agencies.

Section 7. Operation of Gaming Establishments.

7.1 Gaming Permitted as Licensed. Except to the extent authorized by an agreement pursuant to the provisions of IGRA or as otherwise permitted by law, Gaming Activities shall only be conducted in tribally owned, operated and licensed facilities pursuant to the provisions of this Ordinance, and the Tribe's Gaming Compact. Such activities shall be conducted in accordance with the terms and conditions of the license issued to the Gaming Facility by the Tribal Gaming Agency prior to the conduct of any Gaming Activities therein.

The Gaming Facility license shall identify: the name and address of the facility; type of gaming allowed; effective date of the license; name and telephone number of the Tribal Gaming Agency; and such other matters as the Tribal Gaming Agency may deem necessary to the conduct of Gaming Activities therein, or as may be required under a Gaming Compact or other applicable law.

7.2 Protection of Environment and Public. The construction and maintenance of any Gaming Facility, and the operation of gaming therein, shall be conducted in a manner which adequately protects the environment and the public health and safety, in compliance with any standards required under tribal and federal law, and the Tribe's Gaming Compact.

7.3 Dispute Resolution. Patrons who have complaints against the gaming operation shall have the right to remedies provided in the Tribe's Tort Liability Ordinance. The maximum recovery for such patron dispute claims shall be \$10,000 per occurrence with a cumulative limit of \$20,000 per patron in any twelve (12) month period unless otherwise provided in the Tort Liability Ordinance. Disputes between the gaming operation and any management contractor or its employees shall be subject to policies and procedures established under contracts and agreements between the parties.

Section 8. Audits.

8.1 Annual Audit. The Tribal Gaming Agency shall be responsible for engaging a recognized independent accounting firm to conduct an annual audit of the Tribe's Class II and Class III Gaming Operations. Each gaming related

contract for supplies, services, or concessions that results in purchases of more than \$25,000 annually (except contracts for professional legal or accounting services) relating to Class II or Class III gaming on the Tribal Lands shall be included in the independent audits, and such contracts shall be deemed to so specify.

8.2 Reporting Audit Results. The Tribe shall make available a copy of the results of each annual audit to the Tribe's general membership within thirty (30) days of completion of the audit. The Tribe shall provide audit results to the NIGC to the extent required and as otherwise required under applicable law.

Section 9. Licenses.

9.1 Licensing Program Overview. The Tribe's Gaming Licensing Program shall be administered through the Tribal Gaming Agency. The program shall be an investigative licensing process under which all applicants for Class II and Class III gaming licenses are evaluated against the standards set forth in, and subject to, the following applicable laws:

9.1.1 The Gaming Ordinance of 2001, as it may be amended, and any gaming regulations promulgated thereunder;

9.1.2 The IGRA and NIGC regulations;

9.1.3 Gaming Compact requirements, to the extent applicable; and

9.1.4 Any other applicable tribal, federal, or state laws.

9.2 Licensing Policy and Requirements. It is the policy of the Tribe that all Gaming Activities be licensed and controlled so as to protect the morals, good order and welfare of tribal members and other persons on Tribal Lands, and to preserve the honesty, fairness and integrity of such Gaming Activities. Accordingly, no person shall engage in any Class II or Class III Gaming Activities on Tribal Lands without the appropriate and valid license issued by the Tribal Gaming Agency. A labor union seeking to represent any Gaming Employees must also be deemed suitable under standards and licensing requirements established by the Tribal Gaming Agency. Further, Class III Gaming Employees, Gaming Resource Suppliers, gaming management and investors may be subject to State Gaming Agency investigation and suitability requirements, including issuance of a license or certification of suitability, under the Compact. Licenses shall be issued to persons or entities associated with gaming activities. Gaming Resource Suppliers and other

vendors providing gaming related goods or services must qualify for and receive a license or permit (as applicable) in order to do business with the gaming operation. Vendors who are not currently providing gaming related goods or services, or who provide gaming related goods or services valued at less than \$25,000 in a 12-month period, may be required to obtain a license or permit from the Tribal Gaming Agency prior to doing business with the Tribe's Gaming Operation. Any gaming license or permit or finding of suitability issued by the Tribal Gaming Agency shall be deemed a privilege, and is subject to suspension or revocation at any time. No license or license renewal shall be issued that would place the Tribe in violation of tribal law, the Gaming Compact, or any other applicable law. A gaming license or finding of suitability is subject to renewal at least every two (2) years.

9.3 Burden on Applicant. The burden of proving an applicant's qualifications to receive a certification of suitability or license hereunder is at all times on the applicant. Applicants must accept any risk of adverse public notice, embarrassment or other action that may result from the application process and expressly waive any claim for damages as a result thereof.

9.4 Applicant Claim of Privilege. An applicant may claim any privilege afforded by law in connection with a gaming license application or investigation, but a claim of privilege with respect to any testimony or evidence pertaining thereto may constitute sufficient grounds for denial, suspension or revocation.

9.5 Release of Information. All persons applying for a license shall agree to release all information necessary in order for the Tribal Gaming Agency and any applicable federal or state entity to complete their suitability determination. Applicants must update all such information promptly on an on-going basis, and to furnish such information to agencies including the NIGC, the State Gaming Agency, or such other governmental agency as may be required by law.

9.6 Types of Licenses.

9.6.1 Class A License. Before permitting any person to become permanently associated with any Gaming Activity as an investor or other person owning or controlling 10% or more interest in any management entity, or any primary management official, key employee, closely associated independent contractor, or other individual or entity with influence over the management or operation of the gaming, or a Gaming Employee, such person shall obtain a Class A license. The Tribal Gaming Agency shall conduct or cause to be conducted a background investigation to determine if such person has:

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9.6.1.1 Any criminal record or any reputation, prior activities, habits or associations which might pose a threat to the public interest or to the effective regulation of gaming.

9.6.1.2 Anything else in his/her background that might create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming.

Those who do not meet the above qualifications shall be denied a Class A license, or the license if issued may be revoked.

9.6.2 Class B License. Persons who are not among those identified in subsection (1) above, but are to be employed at a gaming facility on Tribal Lands in another capacity, such as in non-gaming related activities, shall be required to obtain a Class B license or permit from the Tribal Gaming Agency. Such persons must establish that they have not been convicted of certain crimes or engaged in any activity which the Tribal Gaming Agency, in its sole discretion, deems would render such person a danger to the safety or integrity of the Gaming Activities, or to the safety and security of the Tribe, property of the Tribe, any tribal member, any gaming employee or patron, or the public.

9.6.3 Gaming Resource Supplier. Gaming Resource Suppliers must meet all tribal and state licensing and suitability requirements. Any Gaming Resource Supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand (\$25,000) in Gaming Resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such Gaming Resources to or in connection with the Tribe's Gaming Operation or Facility. The Gaming Resource Supplier license must be renewed at least every two (2) years. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement that would require licensing if the Gaming Resource Supplier has been denied a license or is deemed unsuitable, or the license or suitability determination has expired without renewal.

9.6.4 Union License. Any labor union, including its management and representatives, shall be required to apply for and obtain a union license in order to bargain with or represent gaming operation employees.

9.6.5 Vendor Permit. Vendors who are deemed not to be Gaming Resource Suppliers or who provide only non-gaming related goods or services to the Tribal Gaming Operation shall, at minimum, complete a short form application and qualify for a vendor permit issued by the Tribal Gaming Agency. Such permits must be renewed at least every two (2) years and the Tribal Gaming Agency may require additional information or licensing at any time.

9.6.6 Temporary or Provisional Licenses. Pending completion of an investigation for a license, the Tribal Gaming Agency may issue a temporary or provisional license of no more than ninety (90) days duration if, in its sole discretion, it deems such issuance appropriate. However, the Tribal Gaming Agency may grant an extension of such a license if necessary to complete the investigation or to obtain the results from fingerprint cards. Such licenses shall permit the licensee to engage in such activities pursuant to such terms and conditions as the Tribal Gaming Agency may specify. Temporary or provisional licenses shall expire ninety (90) days from date of issuance, upon issuance of a regular license, or until a specified expiration date, whichever occurs first.

9.7 License Renewal. All licenses and permits shall be subject to renewal at least every two (2) years, and more frequently if so required by the Tribal Gaming Agency or other applicable law. Such licenses or permits may be revoked or suspended upon the occurrence of any act which, if known during the application process, would have tended to disqualify such person or entity for such a license.

9.8 License Investigations. The Tribal Gaming Agency may employ all reasonable means, including engaging outside services and investigators and holding hearings, to acquire the information necessary to determine whether or not a license should be issued. Applicants shall agree to release all information necessary in order for the Tribal Gaming Agency to achieve its goals under this section and to furnish such information to the NIGC, a state gaming regulatory agency, or other agencies as may be required by tribal, federal, or state law or the Gaming Compact.

9.9 License Fees. Unless specifically waived by the Tribal Gaming Agency, all persons applying for a license shall be required to pay all applicable license fees and costs when due, including a reasonable deposit for costs that may be incurred in connection with the license application. Estimates of licensing costs will be provided to applicants upon reasonable request. All fees and costs must be received by the Tribal Gaming Agency prior to issuance of the license, unless the Tribe or the

Gaming Operation has agreed to reimburse the Tribal Gaming Agency directly for all or part of such fees and costs.

9.10 Standards. All persons engaged by or associated with any gaming activity on Tribal Lands shall conduct themselves with honesty, integrity, and with such decorum and manners as necessary to reflect positively on the Tribe, its members and the Gaming Activities. Any failure to abide by such standards, or any violation of a rule, ordinance, custom or tradition of the Tribe, the Tribal Gaming Agency, or the Gaming Operation/Enterprise, or with the terms or conditions of the license, may be grounds for immediate suspension or revocation of any license issued hereunder.

9.11 Appeals. All decisions of the Tribal Gaming Agency regarding the issuance of licenses shall be final and effective when the decision is issued; provided that, within fifteen (15) days of the receipt of the written decision regarding denial of the license, the applicant may file a petition for reconsideration with the Tribal Gaming Agency. Tribal Members denied a license by the Tribal Gaming Agency may, within thirty (30) days of written notice of such denial, appeal the denial to the Tribal Gaming Agency. No license may be issued if such issuance would place the Tribe in violation of the Gaming Compact, or of any other applicable law.

9.12 Background Investigations.

9.12.1 The Tribal Gaming Agency shall request from each Primary Management Official, Key Employee, and any other applicant for a Class A license, unless provided otherwise by the Tribal Gaming Agency consistent with applicable law, all of the information specified in subsections 9.12.1.1 through 9.12.1.14 below, as well as any other information required on the gaming license application. The Tribal Gaming Agency reserves the right, at any time, to request additional information during or subsequent to any background investigation.

9.12.1.1 Full name, other names used (oral or written), social security number(s), date of birth, place of birth, citizenship, gender, all languages (spoken or written);

9.12.1.2 Currently and for at least the previous ten (10) years: business and employment positions held, ownership interests in those businesses, business and residence addresses and drivers license number(s);

9.12.1.3 Names and current addresses of at least three (3) personal references (who are not related to or living in the same household with applicant), including one personal reference who was acquainted with the applicant during each period of residence as listed under subsection 9.12.1.2 above;

9.12.1.4 Current business and residence telephone numbers;

9.12.1.5 A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

9.12.1.6 A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

9.12.1.7 Name and address of any licensing or regulatory agency with which the person has ever filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

9.12.1.8 For each felony for which there is an on-going prosecution or a conviction: the charge, the name and address of the court involved, and the date and disposition, if any, of the case;

9.12.1.9 For each misdemeanor conviction or on-going misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application: the name and address of the court involved, and the date and disposition, if any, of the case;

9.12.1.10 For each criminal charge (excluding minor traffic charges), whether or not there is or was a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed above pursuant to subsections 9.12.1.8 or 9.12.1.9 above: the criminal charge, the name and address of the court involved and the date and disposition, if any, of the case;

9.12.1.11 Name and address of any licensing or regulatory agency (federal, tribal, state, local or foreign) with which the person

has filed an application for an occupational license or permit, whether or not such license or permit was granted;

9.12.1.12 Current photograph;

9.12.1.13 Any other information the Tribe or Tribal Gaming Agency deems relevant; and

9.12.1.14 Fingerprints consistent with procedures adopted by the Tribal Gaming Agency according to 25 C.F.R. § 522.2(h) and, as applicable, fingerprints to be processed through a state agency.

9.12.2 The Tribal Gaming Agency shall conduct or cause to be conducted, an investigation sufficient to make a determination of eligibility as required under this Ordinance and other applicable law. This shall include verification of information submitted by the applicant. The Tribal Gaming Agency shall document all potential problem areas noted and any disqualifying information. In conducting the background investigation, the Tribal Gaming Agency and its agents shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

9.12.3 Fingerprints shall be taken by the Tuolumne County Sheriff's office or, if qualified to do so, by the Tribal Gaming Agency. Fingerprints will then be forwarded to the NIGC and to the state agency, if applicable, consistent with all applicable laws and the Gaming Compact. Fingerprints shall be processed through the FBI and/or other available state sources as applicable to determine the applicant's criminal history, if any.

9.13 Eligibility Determination. The Tribal Gaming Agency shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a Key Employee or Primary Management Official for employment in the Gaming Enterprise. If the Tribal Gaming Agency determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Tribal Gaming Operation shall not employ that person in a key employee or primary management official position or in any other position for which a Class A license is required.

9.14 Forwarding Licensing Applications and Reports to NIGC.

9.14.1 Unless otherwise provided by the NIGC, on or before the date any Key Employee or Primary Management Official is employed by a Gaming Operation authorized under this Ordinance, the Tribal Gaming Agency shall forward to the NIGC the person's completed application for employment containing the information required under Section 9.12 of this Gaming Ordinance.

9.14.2 Prior to issuing a license to a Primary Management Official or Key Employee, the Tribal Gaming Agency shall forward to the NIGC, together with a copy of the eligibility determination made under Section 9.13 above, an investigative report on each background investigation. The investigative report on each background investigation shall be forwarded to the NIGC within sixty (60) days after the employee begins work, or within sixty (60) days of the approval of this Ordinance by the NIGC. The Gaming Enterprise shall not employ or continue to employ any person as a Key Employee or Primary Management Official who does not have a license within ninety (90) days of beginning work.

The investigative report shall include the following information:

9.14.2.1 Steps taken in conducting a background investigation;

9.14.2.2 Results obtained;

9.14.2.3 Conclusions reached; and

9.14.2.4 The bases for those conclusions.

9.14.3 The Tribal Gaming Agency shall provide to the NIGC or other applicable agency, any other reports and information required by IGRA and regulations promulgated thereunder. Further, with respect to Key Employees and Primary Management Officials, the Tribal Gaming Agency shall retain applications for employment and reports (if any) of background investigations for inspection by the NIGC for no less than three (3) years from the date of termination of employment.

9.14.4 If a license is not issued to an applicant, or the license is granted and later revoked, the Tribal Gaming Agency shall notify the NIGC and may forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.

9.15 Granting a Gaming License.

9.15.1 If, within a thirty (30) day period after the NIGC receives a report as required under subsection 9.14 above, the NIGC notifies the Tribal Gaming Agency that it has no objection to the issuance of a license pursuant to the license application filed for a Key Employee or Primary Management Official for whom the Tribal Gaming Agency has provided an application and investigative report, the Tribal Gaming Agency may issue the license.

9.15.2 The Tribal Gaming Agency shall provide any additional information requested by the NIGC concerning a Key Employee or Primary Management Official who is the subject of a report as required under this subsection. An NIGC request for additional information shall suspend the thirty (30) day period established under subsection 9.15.1 above until the NIGC receives the additional information.

9.15.3 If, within the thirty (30) day period established under subsection 9.15.1 above, the NIGC provides a statement itemizing objections to issuance of a license to a Key Employee or Primary Management Official, the Tribal Gaming Agency shall reconsider the application, taking into account such objections. The Tribal Gaming Agency retains the right to make the final determination whether to issue the license to such applicant.

9.16 License Suspension.

9.16.1 If, after issuing a gaming license, the Tribal Gaming Agency receives reliable information from the NIGC or other reliable source indicating that a Key Employee or a Primary Management Official is not eligible for employment under the eligibility criteria established in Section 9 above, the Tribal Gaming Agency shall suspend the license and notify the licensee in writing of the license suspension and proposed revocation.

9.16.2 The Tribal Gaming Agency shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.

9.16.3 After the revocation hearing, the Tribal Gaming Agency shall determine whether to revoke or to reinstate the gaming license. For actions taken in response to information provided by the NIGC, the Tribal Gaming Agency shall notify the NIGC of its decision.

9.17 Facilities Licenses. Before Gaming Activities can be conducted therein, the Tribal Gaming Agency shall inspect and license each such facility in accordance with this Ordinance, the Gaming Compact, and any requirements of IGRA. The Tribal Gaming Agency shall also determine and certify that the gaming facility and any new gaming facility construction meets the Tribe's building and safety codes, and any applicable federal or Gaming Compact requirements, and issue a certificate of occupancy to the facility as required under the Gaming Compact.

9.18 Effect of Gaming Compact. Notwithstanding anything in this Section 9 or any other part of this Ordinance to the contrary, any licensing procedures required under the Gaming Compact shall be implemented as provided therein, and the Tribal Gaming Agency may adopt regulations integrating such procedures with the foregoing.

Section 10. Application Forms.

10.1 Each application form for a Key Employee or a Primary Management Official, as well as for all other Class A license applicants, unless otherwise specifically exempted by the Tribal Gaming Agency consistent with applicable law, shall contain the notices set forth in subsections 10.1.1 and 10.1.2 below:

10.1.1 Privacy Act Notice.

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

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

10.1.2 Notice Regarding False Statements.

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

10.2 Any existing Key Employee or Primary Management Official, or other Class A licensee, unless otherwise specifically exempted by the Tribal Gaming Agency, shall be notified that they shall either:

10.2.1 Complete a new application form that contains the Privacy Act Notice and the Notice Regarding False Statements; or

10.2.2 Sign a statement that contains the Privacy Act Notice and consent to the routine uses described in that Notice, and sign a statement that contains the Notice Regarding False Statements.

Section 11. Class III Gaming: Gaming Compact.

In addition to the provisions set forth above, Class III gaming shall be engaged in on the reservation pursuant to a Tribal-State Compact or by an alternative as provided by IGRA. All negotiations for such compacts and amendments thereto shall be conducted through the Community Council, with the advice and suggestion of the Tribal Gaming Agency, and shall be finalized only upon majority vote of the Community Council after consideration of the terms. In the event the provisions of a Gaming Compact, as approved under IGRA, may be inconsistent with provisions herein, the approved Gaming Compact provisions shall govern over the provisions therein but only to the extent inconsistent herewith.

Section 12. Interest in Management Contracts by Tribal Officials.

No elected official of the Tribe, including the Tribal Gaming Agency, or any other committee or agency of the Tribe, shall have a financial interest in or management responsibility for any management agreement entered into pursuant to IGRA, nor shall such elected official serve on the board of directors or hold (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock

of any corporation, or 10% or more of the beneficial interest in any partnership, trust, or other entity, in any such corporation, partnership, trust or other entity having a financial interest in, or management responsibility for, such contract.

Section 13. Service of Process.

The Tribe designates the Chairman of the Tribe as its agent for the service of official determinations, orders, or notices of violation from any federal or state agency, and further directs that the Chairman of the Tribal Gaming Agency also receive any notice related to gaming from any state, local and federal agencies, including the NIGC and the State Gaming Agency.

Section 14. Tribal Gaming Corporation.

Nothing in this Ordinance shall prevent the Tribe, through its Community Council, from delegating the authority to conduct gaming to one or more Tribal corporations, so long as the tribal gaming enterprises to which such authority is delegated agree to meet all criteria and requirements established under this Gaming Ordinance.

Section 15. Prior Gaming Ordinances; Effective Date.

This Gaming Ordinance supercedes all prior gaming ordinances of the Tribe, and shall become effective upon its adoption by the Community Council.

Section 16. Severability.

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

Section 17. Amendments.

All provisions of this Gaming Ordinance are subject to amendment by the Community Council. Regulations promulgated by the Tribal Gaming Agency under this Gaming Ordinance are subject to amendment by the Tribal Gaming Agency.

Section 18. Sovereign Immunity Preserved.

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

CERTIFICATION

We, the duly elected Tribal Community Council, do hereby certify that the foregoing ordinance was adopted at a duly constituted meeting of the Tribal Community Council held on April 18, 2001, by a vote of 20 "for", 0 "against" and 2 "abstentions", and such Resolution has not been rescinded or amended in any way.



Kevin Day, Chairman

Adopted by the Tuolumne Community Council
April 18, 2001