



November 4, 2010

By First Class Mail and  
E-mail to [afedman@sonnenschein.com](mailto:afedman@sonnenschein.com)

Alan R. Fedman  
Sonnenschein Nath & Rosenthal LLP  
1301 K Street NW  
Suite 600, East Tower  
Washington, DC 20005

Re: Shingle Springs Band of Miwok Indians gaming ordinance amendment

Dear Mr. Fedman:

This letter responds to your request for the National Indian Gaming Commission (NIGC) to review and approve amendments to the Shingle Springs Band of Miwok Indians gaming ordinance enacted by Resolution No. 2010-58. The amendments change the ordinance to conform with language in the Band's amended compact with the state and current NIGC regulations. The amendments also transfer management authority from the Shingle Springs Tribal Council to the Tribal Gaming Authority and gaming regulatory powers from the Shingle Springs Tribal Council to the Tribal Gaming Commission.

Based on my review, the ordinance is consistent with the requirements of the Indian Gaming Regulatory Act and the NIGC's regulations. Accordingly, it is hereby approved. If you have any questions, please feel free to contact Staff Attorney Dawn Sturdevant Baum at 202-632-7003.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Stevens".

Tracie Stevens  
Chairwoman



# SHINGLE SPRINGS RANCHERIA

Shingle Springs Band of Miwok Indians,  
Shingle Springs Rancheria  
(Verona Tract), California

5281 Honpie Road, Placerville, CA 95667  
P.O. Box 1340; Shingle Springs, CA 95682  
(530) 676-8010 office; (530) 676-8033 Fax

SEP 22 2010

## RESOLUTION 2010-58

### **SUBJECT: APPROVAL OF AMENDED SHINGLE SPRINGS GAMING ORDINANCE.**

**WHEREAS**, the Shingle Springs Band of Miwok Indians is a Federally-recognized and acknowledged Tribe;  
and

**WHEREAS**, the Shingle Springs Rancheria Tribal Council (the "Tribal Council") is the duly-elected governing body of the Shingle Springs Rancheria and is authorized to act on behalf of the Tribe; and

**WHEREAS**, the Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming on its Rancheria under the Indian Gaming Regulatory Act ("IGRA") as a means to promote tribal economic development and self-sufficiency and to generally protect the health and welfare of its members (25 U.S.C. § 2701 *et seq.*);

**WHEREAS**, the Tribe is committed to the use of gaming activities to provide employment to address the social, economic, education, and health needs of its members; to increase the revenues of the Tribe; and to enhance the Tribe's economic self-sufficiency and self-determination;

**WHEREAS**, the Tribe, through its governmental entity the Shingle Springs Tribal Gaming Authority, is currently operating a gaming facility under a Gaming Ordinance passed by the Tribe in 1996; and

**WHEREAS**, the Tribe and its Shingle Springs Tribal Gaming Authority have amended the Tribe's Gaming Ordinance (the "Ordinance") to update the Tribe's criminal investigation standards and comply with NIGC requested changes; and

**WHEREAS**, the Shingle Springs Tribal Council has reviewed the amended Ordinance, which is attached and has determined that it is consistent with the Tribe's obligations under the Amended Compact and all other federal requirements, including the NIGC, and is necessary to further the Tribe's goal of operating a Gaming Facility on the Rancheria.

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Council hereby approves the amended Shingle Springs Gaming Ordinance, a copy of which is attached hereto and authorizes the Chairman or his designee to implement the provisions there under; and

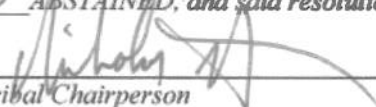
**BE IT FURTHER RESOLVED** that the Ordinance supersedes and replaces any previous ordinances or resolutions in conflict with this one, including the 1996 and 2009 Gaming Ordinance mentioned above; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Tribal Council Resolution 2010- 58

CERTIFICATION

As a duly-elected official of the Shingle Springs Rancheria, I do hereby certify that, at a meeting duly called, noticed, and convened on the 18th day of August, 2010 at which time a quorum of 5 FOR, ~~0~~ AGAINST, ~~0~~ ABSTAINED, and said resolution has not been rescinded or amended in any form.

  
Tribal Chairperson

8-18-10  
Date

ATTEST:  
  
Tribal Secretary

8/18/10  
Date

SEP 22 2010

**THE SHINGLE SPRINGS  
BAND OF MIWOK INDIANS  
TRIBAL GAMING  
ORDINANCE**

ORDINANCE OF  
THE SHINGLE SPRINGS BAND OF MIWOK  
INDIANS FOR GAMING ON TRIBAL LANDS

An Ordinance to regulate and provide  
For the licensing of  
Class II and Class III Gaming  
On Tribal lands of the Shingle Springs Band

GENERAL PROVISIONS

SECTION 1 SHORT TITLE

This Ordinance may be cited as the "Shingle Springs Gaming Ordinance."

SECTION 2 DECLARATION OF TRIBAL POLICY

2.1 It is the policy of the Shingle Springs Bank of Miwok Indians, hereinafter referred to as the "Tribe":

- (a) That the Tribe shall have the sole proprietary interest in any gaming operation;
- (b) That it is the objective of this Ordinance to provide revenue to promote (i) Tribal economic development and self-sufficiency and (ii) the health, education, and welfare of Tribal members; and
- (c) That the gaming activities provided for by this Ordinance within lands of the Tribe shall be conducted in conformance with the requirements of this Ordinance and the Indian gaming Regulatory Act ("IGRA"), 102 Stat. 2467, 25 U.S.C. § 2701, *et seq.*, as implemented by the regulations promulgated by the National Indian Gaming Commission ("NIGC").

SECTION 3 DEFINITIONS

3.1 For the purpose of this Ordinance, the following definitions shall apply:

- (a) "Applicant" means any person that completes an application with the Tribe for a gaming license.
- (b) "Application" means:
  - (i) All forms and information required by the Tribal Gaming Commission ("TGC") for issuance of a gaming license; and
  - (ii) Any other registration requirements deemed necessary by the TGC for purposes of vendor certification.

- (c) "Chairman" means Chairman of the National Indian Gaming Commission or his or her designee.
- (d) "Cheating" means operating or playing a game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself/herself or someone in with him/her an advantage over and above the chance of the game.
- (e) "Class II Gaming" is defined in accordance with IGRA, 25 U.S.C. § 2703(7) and means:
  - (i) The game of chance commonly known as bingo (whether or not electronic, computer, or other technological aids are used in connection therewith):
    - a. Which is played for prizes, including monetary prizes, with cards bearing numbers or other designations; and
    - b. In which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and
    - c. In which the game is won by the first person covering the 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.
  - (ii) Card games that:
    - a. Are explicitly authorized by the laws of the state; or
    - b. Are not explicitly prohibited by the laws of the state and are played at any location in the state, but only if such card games are played in conformity with those laws and regulations (if any) of the state regarding hours and periods of operation of such card games or limitations on wagers or pot sizes in such card games.
- (f) "Class III gaming" is defined in accordance with IGRA, 25 U.S.C. § 2703(8) and means all forms of gaming that are not Class I or Class II gaming.
- (g) "Collateral agreement" means any contract, whether or not in writing, that is related, either directly or indirectly, to a management contract, or to any rights, duties, or obligations created between the Tribe (or any of its members, entities, or organization) and a management contractor or subcontractor (or any person or entity related to a management contractor or subcontractor).

- (h) "Compact" means any Tribal-state gaming compact, and related amendments, with the State of California entered into pursuant to IGRA, 25 U.S.C. § 2710(d).
- (i) "Council" means the Council as described in the Constitution of the Tribe.
- (j) "Enterprise" means retail sales, hotel and resort amenities, entertainment facilities and commercial activity associated with Tribal gaming operations.
- (k) "Gaming" means risking any money or other thing of value for gain, contingent, wholly or partially, upon lot, chance, the operation of gaming apparatus, or the happening or outcome of an event over which the person taking the risk has no control.
- (l) "Gaming License" means the permit granted by the Tribe to an applicant for employment with a gaming operation.
- (m) "Gaming Operation" means each economic entity that is licensed by the Tribe, operates games, receives gaming revenues, issues prizes, and pays gaming related expenses. A gaming operation may be operated by the Tribe directly or by a management contractor.
- (n) "General Manager" or "Executive Manager" means the individual who has general management responsibility for a gaming operation.
- (o) "Indian Gaming Regulatory Act" or "IGRA" means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. § 2701, et seq. (1988), including any amendments thereto.
- (p) "Indian lands" means:
  - (i) all lands within the limits of the Tribe's reservation;
  - (ii) any lands title to which is either held in trust by the United States for the benefit of the Tribe or individual or held by the Tribe or individual subject to restriction by the United States against alienation and over which the Indian Tribe exercises governmental power; and
  - (iii) for all lands acquired into trust for the benefit of an Indian Tribe after October 17, 1988, the lands which meet the requirements set forth in 25 U.S.C. § 2719.
- (q) "Key Employee" means:
  - (i) A person who performs one or more of the following functions:
    - a. Bingo Caller;

- b. Counting Room Supervisor;
  - c. Chief of Security;
  - d. Custodian of Gaming Supplies or Cash;
  - e. Custodian of Gaming Supplies or Cash (5) Floor Manager;
  - f. Pit Boss;
  - g. Dealer;
  - h. Croupier;
  - i. Approver of credit; or
  - j. Custodian of gambling devices including persons with access to cash and accounting records within such devices.
- (ii) If not otherwise included, any other person whose total cash compensation is in excess of Fifty Thousand Dollars (\$50,000) per year; or
  - (iii) If not otherwise included, the four most highly compensated persons in the gaming operation.
- (r) "Management Contract" means any contract within the meaning of 25 U.S.C. §§2710(09) and 2711.
  - (s) "Management Contractor" means the person or entity holding a contract entered into pursuant to 25 U.S.C. § 2710(d)(9) or § 2711.
  - (t) "Minor" means a person Less than eighteen (18) years of age.
  - (u) "National Indian Gaming Commission" or "NIGC" means the National Indian Gaming Commission established pursuant to Section 5 of IGRA, 25 U.S.C. § 2704.
  - (v) "Net Revenues," within the meaning of Section 12(c) of IGRA, 25 U.S.C. § 2711(c), means gross gaming revenues of a Tribal gaming operation less:
    - (i) Amounts paid out as, or paid for, prizes; and
    - (ii) Total gaming-related operating expenses, excluding management fees.
  - (w) "Operating Expenses" means total gaming-related expenses, excluding management fees.



- (x) "Per Capita Payment" means the distribution of money or other thing of value to all members of the Tribe, or to identified groups of members, which is paid directly from the net revenues of any Tribal gaming activity or association.
- (y) "Person" means any individual, firm, partnership, corporation, or company.
- (z) "Person having a direct or indirect financial interest in a management contract" means:
  - (i) When a person who is a party to a management contract, any person having a direct financial interest in such management contract;
  - (ii) When a trust is a party to a management contract, any beneficiary or trustee;
  - (iii) When a partnership is a party to a management contract, any partner;
  - (iv) When a corporation is a party to a management contract, any person who is a director or who holds at least ten percent (10%) of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child or sibling; or
  - (v) When an entity other than a natural person has an interest in a trust, partnership, or corporation that has an interest in a management contract, all parties of that entity are deemed to be persons having a direct financial interest in a management contract.
- (aa) "Person having management responsibility for a management contract" means the person designated in the management contract as having engagement responsibility for the gaming operation, or a portion of the gaming operation.
- (bb) "Player" means a person participating in a game with the hope of winning money or other benefit, but does not include a licensee, any assistant of a licensee, or their immediate family.
- (cc) "Primary Management Official" means:
  - (i) The person having management responsibility for a management contract;
  - (ii) Any person who has authority;
    - a. To hire and fire employees; or

- b. To set up a working policy for the gaming operation; or
- (iii) The chief financial officer or other person who has financial management responsibility.
- (dd) "Secretary" means the Secretary of the Interior.
- (ee) "State" means the State of California, its authorized officials, agents and representatives.
- (ff) "State Gaming Agency" means the state agency which shall act on behalf of the State of California under this Compact.
- (gg) "Technical Standards" means the operational standards for Gaming Devices set forth in the NIGC regulations of the Compact and/or its Appendices.
- (hh) "Tribal Gaming Authority" or "TGA" means the Tribal entity with primary responsibility for managing the business affairs of the Tribe's gaming operations.
- (ii) "Tribal Gaming Commission" or "TGC" means the Shingle Springs Tribal Gaming Commission.
- (jj) "Tribal Lands" means all lands which are held in trust by the United States of America for the Tribe and all lands owned by the Tribe which are subject to restriction against alienation imposed by the United States.
- (kk) "Tribe" means the Shingle Springs Band of Miwok Indians.
- (ll) "Vendor" means any Person that supplies goods and/or services to the gaming operation.
- (mm) "Vendor License" means the permit granted by the Tribe to a person who supplies goods and services to the gaming operation.

#### SECTION 4 AUTHORIZATION OF GAMING ACTIVITIES

- 4.1 Class I Gaming. The conduct of Class I gaming on the Tribal lands is not governed by this Ordinance.
- 4.2 Class II Gaming. The following Class II games may be licensed for conduct on Tribal lands:
  - (a) bingo, pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo as defined under 25 C.F.R. § 502.9;
  - (b) non-banking card games defined as Class II gaming under 25 C.F.R. § 502.3(e); and

- (c) any game determined to be a Class II game by congressional amendment of IGRA, by regulation, or by decision of the NIGC or the federal courts,

4.3 Class III Gaming. The following Class III games may be licensed for conduct on Tribal lands:

- (a) such Class III games as may be authorized by the Compact, and
- (b) such Class III games authorized under procedures specified in 25 U.S.C. § 2710(d)(7)(B).

## SECTION 5 OWNERSHIP OF GAMING

5.1 The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming.

## SECTION 6 USE OF NET REVENUES

6.1 Net revenues from gaming permitted under this Ordinance shall only be expended for one or more of the following purposes:

- (a) to fund Tribal government operations or programs;
- (b) to provide for the general welfare of the Tribe and its members;
- (c) to promote Tribal economic development;
- (d) to donate to charitable organizations; or
- (e) to help fund operations of Tribal government.

## SECTION 7 PER CAPITA PAYMENTS

7.1 The Tribe shall ensure that the per capita payments to Tribal members from revenues derived from its gaming operations meet the following requirements of 25 C.F.R. Part 290:

- (a) The Tribe shall authorize and issue such payments only in accordance with a revenue allocation plan submitted to and approved by the Secretary under 25 U.S.C. § 2710(b)(3).
- (b) The Tribe shall ensure that the interests of minors and other legally incompetent persons who are entitled to receive any per capita payments under a Tribal per capita payment plan are protected and preserved, and that the per capita payments are disbursed to the parents or legal guardian of such minors or legal incompetents in such amounts as may be necessary for the health, education, or welfare of the minor or other legally incompetent person, under a plan approved by the Council and the Secretary. The Tribe shall also establish criteria and a process for withdrawal of funds by the parent or legal guardian.

- (c) The Council shall designate or create an administrative process for resolution of disputes concerning the allocation of net gaming revenues and the distribution of per capita payments and shall explain the process for correcting deficiencies.
- (d) The Council shall ensure that the Tribal revenue allocation plan reserves an adequate portion of net gaming revenues from the Tribal gaming activity for one or more of the following purposes:
  - (i) To fund Tribal government operations or programs;
  - (ii) To provide for the general welfare of the Tribe or its members;
  - (iii) To promote tribal economic development;
  - (iv) To donate to charitable organizations; or
  - (v) To help fund operations of local government.
- (e) The Council shall ensure that distributions of per capita payments are made according to specific eligibility requirements. The Council shall ensure that Tribal members are notified of the tax liability for per capita payments and how taxes will be withheld.

## SECTION 8 TRIBAL GAMING AUTHORITY

- 8.1 Role. The TGA will have primary responsibility for managing the business affairs of the Tribe's gaming operations. The TGA shall oversee all non-regulatory aspects of the gaming operation. The regulation of the Tribe's gaming operation shall be the sole responsibility of the TGC.
- 8.2 Confidential Information. The following information shall be maintained as confidential information which is not available for public release:
  - (a) Financial information related to a tribal gaming operation;
  - (b) Personnel data and information related to personnel action;
  - (c) Identity of persons on the Exclusion List, except as otherwise required under the Compact;
  - (d) Information related to the oversight of a tribal gaming operation;
  - (e) Information on a pending compliance matter;
  - (f) Security information.

## SECTION 9 TRIBAL GAMING COMMISSION

- 9.1 The TGC shall exercise primary responsibility for the day-to-day regulation of all Gaming in order to ensure the integrity of that gaming. The purpose of the TGC is regulatory, not managerial.
- 9.2 The TGC shall have the power and duty to:
- (a) enforce and administer the provisions of this Ordinance;
  - (b) issue and renew gaming licenses as provided in this Ordinance and in any regulation which may be promulgated by the TGC;
  - (c) revoke, suspend, or condition a gaming license or deny an application for a license for violation of applicable law or Ordinance regulating gaming, or conviction of any offense involving a gaming-related crime or moral turpitude;
  - (d) collect fees and interest as provided for in this Ordinance;
  - (e) adjust the respective amounts of the annual license fees, provided that such fees shall not be increased retroactively;
  - (f) audit or cause to be audited expenditures, receipts, and reports of licensees responsible for managing a Tribal gaming operation;
  - (g) review, on demand, such books and records and inspect the premises and operations of licensees as it deems necessary for the enforcement of this Ordinance;
  - (h) investigate any report of a failure of any gaming operation to comply with the provisions of IGRA, the Compact and this Ordinance;
  - (i) conduct hearings as provided for in this Ordinance; carry out each of its responsibilities and duties set forth in the Compact;
  - (j) review and approve surveillance standards and monitor compliance with these standards;
  - (k) review and approve the technical standards and rules of each game or gaming device operated by any gaming operation, and ensure that such game and gaming devices conform to all technical standards and rules;
  - (l) issue notices for violations of IGRA, this Ordinance or the Compact;
  - (m) monitor compliance with the gaming operation's patron dispute policy;
  - (n) adopt an annual operating budget which shall be subject to the approval of the Council;

- (o) employ such staff from time to time as it deems necessary to fulfill its responsibilities under this Ordinance and the Compact;
- (p) compel upon reasonable notice any licensee, any person employed by a gaming operation and any person doing business with a gaming operation to appear before it and to provide such information, documents or other materials as may be in their possession to assist in an investigation conducted by the TGC;
- (q) issue subpoenas and compel the attendance of witnesses at designated locations within the Tribal lands;
- (r) establish a schedule of fees and charges for the issuance of licenses, including application fees and annual renewal fees;
- (s) enter at any time any gaming operation within Tribal lands to inspect the gaming operation, its employees, and its business records and books of account or any other financial records or documents pertaining to the gaming operations;
- (t) promulgate rules and regulations to implement and further the provisions of this Ordinance;
- (u) grant, revoke, suspend, restrict, expand, and approve or disapprove any application for any license under this Ordinance; and
- (v) do all other things reasonably necessary for the proper and efficient exercise of its powers and responsibilities.

9.3 The Tribe recognizes the importance of an independent TGC in maintaining a well-regulated gaming operation. The TGC shall be and act independently and autonomously from the Council and the TGA in all matters within its purview. No prior or subsequent review by the Council or the TGA of any actions of the TGC shall be required or permitted except as otherwise explicitly provided in this Ordinance.

9.4 To avoid potential conflicts of interest between the operation and regulation of the gaming operations, the Tribe hereby finds that:

- (a) No member of the Council or the TGA may serve on the TGC;
- (b) Members of the TGC are prohibited from gambling in the Tribe's gaming operations; and
- (c) Members of the TGC are prohibited from accepting complimentary items except as set forth in the Conflict of Interest Code established by the TGC and TGC regulation implementing this policy.

9.5 Confidentiality of Information.

- (a) The TGC shall ensure that all records and information obtained as a result of an employee background investigation shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing and employment processes.
- (b) Information obtained during the course of an employee background investigation shall be disclosed to members of management, human resource personnel or others employed by the Tribal gaming operation on a need-to-know basis for actions taken in their official capacities.
- (c) This section does not apply to requests for such information or records from any Tribal, federal or state law enforcement or regulatory agency, or for the use of such information or records by the TGC and staff in the performance of their official duties.

9.6 Appointment of Tribal Gaming Commissioners. The Council shall appoint the members of the TGC. No more than five such members shall be appointed.

9.7 Removal of Gaming Commissioners. The independence of the TGC is essential to a well-regulated gaming operation. For that reason, commissioners may only be removed from office by the Council for neglect of duty, misconduct, malfeasance, or other acts that would render a commissioner unqualified for his/her position.

- (a) Any allegations of neglect of duty, misconduct, malfeasance, or other acts that would render him or her unqualified for his/her position must be substantiated by a preponderance of the evidence.
- (b) Commissioners will be given an opportunity to provide evidence rebutting the grounds for their proposed removal before the removal is considered.
- (c) Removal of a gaming commissioner shall require the unanimous vote of the Council.
- (d) A vote of the Council on the validity of the removal shall be final and not subject to further appeal.

9.8 Commissioners shall serve until they resign or are removed by the Council.

## SECTION 10 ETHICS

10.1 The Tribe recognizes that the duties of the TGA and the TGC include making important decisions on highly sensitive issues. As such, the Tribe has determined that the TGA and the TGC shall be held to extremely high ethical standards. Members of the TGA and TGC shall agree to be bound by the following principles:

- (a) Members shall not hold financial interests that conflict with the conscientious performance of their duties as managers and regulators.

- (b) Members shall not engage in financial transactions using nonpublic information or allow the improper use of such information by others on their behalf to further any private interest.
- (c) Members shall not solicit or accept any gift or other item of monetary value, including complimentary items or services, from any person or entity seeking official action or inaction from, doing business with, or conducting activities regulated by the members' organization, or whose interests may be substantially affected by the performance or nonperformance of the members' duties.
- (d) Members shall not use their positions for private gain.
- (e) Members shall act impartially, in accordance with all relevant Tribal, federal, and state laws (where applicable), and shall not give preferential treatment to any private organization or individual, including to any persons related to members.
- (f) Members shall not engage in outside employment or activities, including seeking or negotiating future employment, which conflict with their official duties and responsibilities.
- (g) Members shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
- (h) Members shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards listed herein.
- (i) Members shall fully comply with the Gaming Code of Conduct and the Conflict of Interest Code adopted by the TGC.
- (j) Members shall disclose any real or apparent financial or personal conflicts. If there is a real conflict or the appearance of one, the member shall not take part in any decision related to the conflict.

## SECTION 11 COMPLIMENTARY ITEMS

- 11.1 The use of complimentary items shall be governed by the Conflict of Interest Code established by the TGC and any regulations issued by the TGC in implementing this code.
- 11.2 Complimentary items shall be included in the annual budget for the gaming operation, with maximum limits specified, and shall be subject to approval by the Council.



## SECTION 12 STANDARDS OF OPERATION AND MANAGEMENT

- 12.1 Class II Gaming. The TGC shall adopt minimum standards for internal controls and rules of play for Class II gaming in compliance with IGRA, the Compact and this Ordinance.
- 12.2 Class III Gaming. The TGC shall adopt minimum standards for internal controls and rules of play for Class III gaming in compliance with IGRA, the Compact and this Ordinance.
- 12.3 Minimum Internal Control Standards. The Tribal Gaming Agency shall comply with 25 C.F.R. Part 542 and comply with Section 8.7 of the 2008 amended Compact, by formally adopting and applying to the Tribe's gaming operations internal control standards that:
- (a) Provide a level of control that equals or exceeds those set forth in 25 C.F.R. Part 452, as published or as revised by mutual agreement between the Commission and the Tribe;
  - (b) Contain standards for currency transaction reporting that comply with 31 C.F.R. Part 103; and
  - (c) Establish internal controls standards for Class II and Class III games that are not addressed in 25 C.F.R. Part 542, if any.
- 12.4 Environmental Public Health and Safety. In compliance with Section 11(b)(2)(E) of IGRA, 25 U.S.C. § 2710(b)(2)(E), the construction and maintenance of any gaming operation, and the operation of all gaming, shall be conducted in a manner which adequately protects the environment and the public health and safety. For this purpose, all requirements of the Compact and all health, safety and environmental standards enacted by the Tribe shall apply to all gaming operations in compliance with Compact Sections 10.2 (a) and (b).
- 12.5 Gaming Operation Inspection. The IOC, at such other times as it believes is warranted, may cause detailed inspections to be made of the gaming operation to assure that such operation is being operated in accordance with the terms of this Ordinance and the Compact.

## SECTION 13 ANNUAL AUDIT

- 13.1 The TGC shall cause to be conducted, at least annually, an independent audit of the books and records of each gaming operation.
- (a) Audit Standards. The TGC shall engage an independent certified public accountant, licensed in California, to provide an annual audit of the financial statements of each gaming operation on Tribal lands. Such financial statements shall be prepared in accordance with generally accepted accounting principles and the audit(s) shall be conducted in accordance with generally accepted auditing standards.

- (b) Reports. Such independent certified public accountant shall submit an audit report expressing an unqualified or qualified opinion or, if appropriate, disclaim any opinion on the financial statement taken as a whole in accordance with generally accepted auditing standards published by the American Institute of Certified Public Accountants. The examination and audit shall disclose whether the accounts, records and internal controls and accounting procedures maintained by the licensed gaming operation are as required by IGRA, this Ordinance and the Compact.
- (c) Copies of Audit Reports. The TGC shall submit a copy of the audit report(s) and management letter(s) setting forth the results of each annual audit within one hundred twenty (120) days after the end of each fiscal year of the gaming operation(s) resulting from the audit(s) conducted pursuant to subsection (a) above. The annual audit shall be provided to the TGA, the NIGC and the State Gaming Agency, to the extent required under the terms of the Compact.
- (d) Relationship of Audited Financial Statements to Fee Assessment Reports. The Tribe shall reconcile its quarterly fee assessment reports, submitted under 25 C.F.R. Part 514, with its audited financial statements and make available such reconciliation upon request by the TGC's authorized representative. All gaming related contracts that result in purchases of supplies, services, or concessions for more than Twenty Five Thousand Dollars (\$25,000) in any year (except contracts for professional legal or accounting services) shall be specifically included within the scope of the audit conducted pursuant to this section.

#### SECTION 14 FACILITY LICENSES

- 14.1 The TGC shall issue a separate license to each place, operation, or location on Indian lands where Class II or Class III gaming authorized by tribal state Compact is conducted under this Ordinance once every two (2) years.
- 14.2 The TGC shall specify the form, conditions and content for the application for such licenses, which shall be submitted by the general manager of the gaming operation, and the initial application shall include a legal description of the lands whereon the gaming operation is located, and a certification that said premises constitute "Indian lands" as specified in IGRA. The license shall also identify the environmental, health, and public safety standards with which the gaming operation must comply and a certification that the gaming operation is in compliance with these standards.
- 14.3 Each subsequent application for the renewal of such gaming operation license shall identify any changes or additions to said legal description and applicable environmental, health and safety standards, and include current certifications of compliance with those standards. The TGC shall only issue such licenses if the

applications include the required information and certifications and such further conditions as the TGC shall have specified.

## SECTION 15 GAMING LICENSES REQUIRED

- 15.1 A separate gaming license is required for:
- (a) each person having a management contract;
  - (b) each primary management official and each key employee whether employed by the management contractor or directly by the Tribe; and
  - (c) each place, gaming operation, or location on Tribal lands at which Class II or Class III gaming is conducted.
- 15.2 The TGC shall make suitability determinations for a Tribal license based upon, but not limited to, background investigations of the following persons:
- (a) Key Employee;
  - (b) Primary Management Official;
  - (c) Management Contractor;
  - (d) Licensee; or
  - (e) Vendor.

## SECTION 16 APPLICATION FOR GAMING LICENSES

- 16.1 Each person having a management contract, each primary management official and each key employee, whether employed by the management contractor or directly by the Tribe, shall complete an application for an initial gaming license or renewal of an existing gaming license for each gaming operation on an application form prescribed by the TGC. The application shall set forth:
- (a) the name under which the applicant transacts or intends to transact business on Tribal lands; and
  - (b) a description of the place, gaming operation, or location on Tribal lands where the applicant will operate a gaming operation or where the applicant will be employed; and
  - (c) the application shall be signed by the applicant if a natural person, or, in the case of an association or partnership, by a member or partner of that partnership, or, in the case of a corporation, by an executive officer of that corporation, or by some other person specifically authorized by the corporation to sign the application, in which case written evidence of the signatory's authority shall be attached. The applicant shall provide evidence of authority of the signatory or any other representative to act for

and bind the applicant. If any change is made in that authority, the TGC shall be immediately informed in writing and, until that information is filed with the TGC, any action of the representative shall be presumed to be that of the applicant.

16.2 Each application shall be accompanied by payment of the annual license fee and an appropriate fee, if any, to cover the cost of the background investigation conducted pursuant to Section 19 below.

16.3 An application for a gaming license shall include:

(a) the following privacy notice prescribed by 25 C.F.R. § 556.2:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 *et seq.* The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission 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 issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you for a primary management official or key employee position.

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

(b) the following notice regarding false statements prescribed by 25 C.F.R. 556.3:

A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

(c) the following background investigation information from each primary management official and each key employee:

- (i) full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
- (ii) currently, and for the previous ten (10) years, business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;
- (iii) the names and current addresses of at least five (5) personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (d)(ii) of this Section;
- (iv) current business and residence telephone numbers;
- (v) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- (vi) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (vii) the name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- (viii) for each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
- (ix) for each misdemeanor conviction or on going misdemeanor prosecution (excluding minor traffic violations), the name and address of the court involved and the date and disposition;
- (x) for each criminal charge (excluding minor traffic charges) whether or not there is a conviction, if such criminal charge not otherwise listed pursuant to paragraph (d)(viii) or (d)(ix) of this section, the criminal charge, the name and address of the court involved, and the date and disposition;
- (xi) the name and address of any licensing or regulatory agency with which the applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (xii) a current photograph;

- (xiii) a complete history of the applicant's educational background, including the names of any colleges, universities, trade or vocational schools, and high schools attended;
- (xiv) a description of the applicant's family, including an explanation of the relationships described (e.g., parents, guardians, etc.);
- (xv) any financial statement from the applicant's accountant or other financial information specifically requested on the application form, for example, income sources, assets owned, insurance policies, mortgages, and other information relating to the filing of bankruptcy or other obligations;
- (xvi) a description of the applicant's spousal status including, if applicable, the existence of any previous marriages;
- (xvii) fingerprints of the applicant to be taken for a criminal history check. A criminal history check will include a check of criminal history records information maintained by the Federal Bureau of Investigation;
- (xviii) a statement authorizing law enforcement agencies and prior employers to release information and respond to questions relating to the applicant's records, habits, reputation, and associations;
- (xix) all applicants are required to submit to a drug screening test and, if employed, random screening tests thereafter; and
- (xx) any other information the TGC deems relevant.

16.4 Each applicant for a gaming license who has or will have a contract with the Tribe to manage a Tribal gaming operation shall state whether or not he/she already has a management contract to operate any Indian or non-Indian gaming operation and, if so, a description of the location of each such operation.

16.5 A management contractor's application shall include information required by 25 U.S.C. § 2711 and 25 C.F.R. § 537.1.

16.6 When a key employee or a primary management official begins work at a gaming operation, the TGC shall forward a copy of the person's completed application for a gaming license to the NIGC.

## SECTION 17 QUALIFICATIONS FOR GAMING LICENSE

17.1 The TGC may issue or renew a gaming license to an applicant who submits a proper and completed application and pays the appropriate annual license fee, if any, provided that the TGC determines that the applicant:

- (a) is not a minor;

- (b) is a person of good character, honesty, and integrity;
- (c) has no prior activities, criminal record, reputation, habits, and associations which pose a threat to the public interest or the interest of the Tribe or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct or gaming or the carrying on of the business and financial arrangements incidental to the conduct of gaming;
- (d) has not supplied false and/or misleading information or who has not omitted material information required under IGRA, NIGC regulations and this Ordinance;
- (e) has not had, or is not in privity with anyone who has had, a gaming license revoked for cause in any jurisdiction since the effective date of IGRA; is a person whose background, reputation or associations will not adversely impact the Tribe or its gaming operation;
- (f) has complied with this Ordinance and all related regulations adopted by the TGC and the Council; and
- (g) does not violate any of the requirements set forth in 25 U.S.C. §§ 2711(a) and (e).

17.2 Subject to the requirement of payment of annual license fees, if any, each gaming license shall be valid for the two (2) years from the date of issuance; provided that, at the discretion of the TGC, a gaming license may be granted for a term to run concurrently with the term of a management contract.

17.3 A gaming license may not be assigned or transferred and is valid only for use by the person in whose name it is issued and at the gaming operation for which it is issued. A gaming license shall be conspicuously displayed at all times at the gaming operation for which it is issued.

17.4 The TGC shall make the final decision as to whether a gaming license shall be issued, suspended, or revoked.

## SECTION 18 GAMING LICENSE FEES

18.1 The TGC may assess, and determine the amount of, license fees to the holder of a valid management contract and each primary management official and key employee licensed pursuant to this ordinance. The TGC may waive the annual fee on a general or case-by-case basis.

18.2 The TGC may annually adjust the amount of any annual fee it assesses, if any; provided that any increase shall take effect only on the beginning of the ensuing calendar year.

- 18.3 The initial annual license fee shall be paid with the submission of the applicant's completed application.
- 18.4 The annual license fee, if any, shall be prorated in the case of each initially issued gaming license.

## SECTION 19 BACKGROUND INVESTIGATIONS

- 19.1 The TGC shall conduct, or cause to be conducted, a background investigation of each applicant for a position which is designated as a key employee or primary management official sufficient to make a qualification determination under Section 15 above. In conducting the investigation, the TGC shall keep confidential the identity of each person interviewed in the course of the investigation.
- 19.2 Investigative Reports.
- (a) The TGC shall prepare and forward to the NIGC an investigative report summarizing each background investigation of a key employee or primary management official that the gaming operation intends to employ.
  - (b) The TGC shall forward an investigative report to the Commission within sixty (60) days after a key employee or primary management official begins work or within sixty (60) days of the approval of this Ordinance by the Commission.
  - (c) Each investigative report shall include the following:
    - (i) the steps taken in conducting the background investigation;
    - (ii) the results obtained;
    - (iii) the conclusions reached; and
    - (iv) the basis for those conclusions.
  - (d) The TGC shall submit to the Commission, along with the investigative report, a summary of the TGC's qualification determination made under Section (a) above.
  - (e) If a gaming license is not issued to an applicant, the TGC:
    - (i) shall notify the NIGC; and
    - (ii) may forward copies of its qualification determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.
  - (f) With respect to key employees and primary management officials, the TGC shall retain applications for gaming licenses and reports (if any) of



background investigations for inspection by the Chairman or his or her designee for no less than three (3) years from the date of termination of employment.

- (g) A gaming operation shall not employ as a key employee or primary management official a person who does not have a gaming license ninety (90) days after a license application has been submitted.

19.3 Granting a Gaming License.

- (a) within a thirty (30) day period after the NIGC received an investigative report, the NIGC notifies the TGC that it has no objection to the issuance of a gaming license pursuant to a license application filed by a key employee or primary management official, the TGC may issue a license to such applicant.
- (b) The TGC shall respond to a request for additional information from the NIGC concerning a key employee or primary management official who is the subject of an investigative report. Such a request shall suspend the thirty (30) day period under subsection (a) above until the NIGC receives the additional information.
- (c) If, within the thirty (30) day period described in subsection (a) above, the NIGC provides the TGC with a statement itemizing objections to the issuance of a gaming license to a key employee or to a primary management official application, the TGC shall reconsider the application, taking into account the objections itemized by the NIGC. The TGC shall make the final decision whether to issue a gaming license to such applicant.

19.4 Gaming License Suspension. If, after the issuance of a gaming license, the “TGC receives from the NIGC reliable information indicating that a key employee or a primary management official is not eligible for employment under this Ordinance, the TGC shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.

SECTION 20 LICENSE DENIALS

20.1 License Denial. The TGC shall not issue any license to individuals or entities should the TGC determine that said individual or entity fails to meet the suitability requirements referenced in this section.

- (a) In the event an application is denied, the TGC shall inform the applicant by notice sent by registered or certified mail, return receipt requested, and, if it is a Class III application, shall inform the NIGC, giving the reasons and substantiating documentation for its decision.
- (b) There will be no right for an applicant to appeal a decision denying such application where the denial was based on:

- (i) the fact that the applicant had been convicted of, or entered a plea of no contest to, a gambling offense, theft, embezzlement, fraud or misrepresentation.
- (ii) has participated in organized crime or unlawful gambling, or whose prior activities, criminal record, reputation, habits, and/or associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or to the carrying on of the business and financial arrangements incidental to the conduct of gaming; or
- (iii) was found to have knowingly supplied false or misleading information or has knowingly omitted material information on the license application.

20.2 Right of Appeal. Except as provided in Section 21.1(b) above, a person contesting any finding of the TGC shall have the right to appeal such finding by filing for an appeal before the TGC.

20.3 Appeal Procedures.

- (a) Any such appeal must be filed by such affected person (“Appellant”) with the TGC in writing on or before the tenth (10th) day following receipt of the written findings of the TGC.
- (b) The Appellant shall have the right to be present at an appeal conducted in accordance with this section.
- (c) The TGC will afford an Appellant an opportunity for a hearing in accordance with the terms of this Ordinance and the rules and regulations promulgated under this Ordinance.
- (d) The TGC shall afford an Appellant the opportunity for a bearing prior to taking final action resulting in the revocation of the license or the imposition of any penalties which the TGC is authorized to impose pursuant to this Ordinance and the rules and regulations promulgated under this Ordinance.

20.4 Notice of Hearing. The TGC shall provide written notice to the Appellant of the hearing at least ten (10) business days, excluding weekends and holidays, prior to the date set for the hearing. The day the Appellant receives the notice shall be considered a full day’s notice under this section. The notice shall be sent by registered or certified mail, or may be personally served upon the Appellant. The notice shall state the date, time and place of the hearing. The notice shall also contain an indication of the action(s) being considered by the TGC, including, but not limited to:

- (a) whether the TGC is holding the hearing for the purpose of obtaining further information from the Appellant;
- (b) whether the TGC will be considering the grant or denial of the license application;
- (c) whether the TGC will be examining any alleged violations of the Ordinance, the Compact, TORA, the conditions of any license issued by the TGC, any order by the TGC; or
- (d) whether any other sanctions or penalties will be considered.

20.5 Appearance through Counsel.

- (a) Parties to all hearings governed by this section may appear personally or through an attorney, except that a party must personally attend any hearing unless his attendance has been waived, in writing, by the TGC.
- (b) When a party has appeared through an attorney, service of all notices, motions, orders, decisions and other papers shall thereafter be made upon the attorney, unless the party requests otherwise in writing.
- (c) When a party is represented by an attorney, the attorney shall sign all motions, notices, requests, and other papers on behalf of the party, including a request for subpoenas.

20.6 Discovery Procedures for Enforcement Hearings.

- (a) The TGC and/or TGC's legal counsel and the Appellant shall exchange a list of persons that each party intends to call as witnesses no later than five (5) days, excluding weekends and holidays, before a scheduled enforcement hearing. The day the list is received shall be considered a full day's notice under this section.
- (b) The TGC and/or TGC's legal counsel and the Appellant shall exchange a copy of all documents that they intend to offer as evidence in support of each party's case in chief. This exchange shall be made to the opposing party no later than five (5) days, excluding weekends and holidays, before a scheduled enforcement hearing. The day the documents are received shall be considered a full day's notice under this section. Failure to make available any document in accordance with this section may, at TGC's discretion, be grounds to deny the admission into evidence of such document.

20.7 Confidential Materials.

- (a) All information, documents, testimony, and other evidence pertaining to a TGC hearing is confidential subject only to disclosure according to IGRA; the Compact, this Ordinance, or applicable court or administrative order.

- (b) Criminal history information provided by the Federal Bureau of Investigation shall not be subject to a discovery request by the Appellant.

20.8 Hearing Procedures.

- (a) The Chair of the TGC, or in the absence of the Chair, another TGC member as designated by the TGC, shall call the proceedings to order. The Executive Director of the TGC shall preside over all hearings and shall control the presentation of evidence, the appearance of witnesses, and the order of the proceedings.
- (b) The TGC may require any person, including, but not limited to, any applicant or licensee, or any agent, employee or representative of any applicant or licensee, to appear and testify before it with regard to any matter within its jurisdiction at such time and place as it may designate. Such testimony shall be under oath and may include any matters which the TGC deems relevant to the discharge of the TGC official duties. Testimony shall be recorded providing a full, verbatim transcript of the proceedings, and may be used by the TGC as evidence in any proceeding or matter before the TGC.
- (c) Any member of the TGC may ask questions of witnesses and may request or allow additional evidence at any time.
- (d) The applicant or their representatives may conduct cross-examinations reasonably required for a full and true disclosure of the facts.
- (e) The TGC, in its discretion, has the power to sequester witnesses.
- (f) In hearings governed by this provision, the TGC shall not be bound by technical rules relating to evidence and witnesses. The TGC shall admit all testimony that is relevant, material and which has reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony. Basic principles of relevancy, materiality and probative force shall govern the proof of all questions of fact.
- (g) All evidence, including records and documents on which the TGC relies in reaching its decision, shall be duly offered and made a part of the record in the case. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.
- (h) The record in a hearing governed by this Ordinance shall include:
  - (i) All applications, intermediate rulings and exhibits and appendices thereto.
  - (ii) Evidence received or reviewed, stipulations and admissions, including but not limited to, confidential evidence received pursuant to the confidential materials provision of this Ordinance.

- (iii) A statement of matters officially noticed.
- (iv) Any decision, opinion, findings or report by the TGC,

20.9 Determinations by the TGC. The TGC shall make all determinations of issues before it by a majority vote of the TGC.

20.10 Final Decisions. All decisions of the TGC are final and shall not be subject to further appeal.

## SECTION 21 VENDOR LICENSES

21.1 All applicants for a vendor license shall submit an application to the TGC in such form and in such manner as the TGC may require.

- (a) Each application shall be accompanied by a sworn statement that if the license is issued, the applicant will submit to the jurisdiction of the Tribe and the TGC.
- (b) Each application shall be accompanied by a sworn statement that the applicant and its employees and agents will abide by this Ordinance and all other applicable laws.
- (c) Each application shall be accompanied by a non-refundable application fee. The amount of this fee shall be determined by the TGC to recover the costs of processing license applications.
- (d) Each application shall be accompanied by two copies of any contract executed between the vendor and the gaming operation.

21.2 Review Procedure for Vendor License Application. Before issuing a vendor license, the TGC shall review the application materials and investigate issues of concern, if any. The TGC shall then either grant or deny the license. The applicant shall be notified in writing of the TGC's decision. If the TGC votes to deny the license, it shall include in such notice the specific reasons for its decision.

21.3 Contents of the Vendor Application. Applications for vendor licenses must include, at a minimum, the following:

- (a) name of business, business address, business phone, federal tax ID number (or Social Security Number if a sole proprietorship), main office address if different from business address, any other names under which the applicant has done business, and the type of service the applicant will provide;
- (b) whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity;

- (c) whether the applicant is incorporated in and qualified to do business in the state or a tribe, if the gaming operation is in a different state other than the state of incorporation;
- (d) trade name, other names ever used, names of any wholly owned subsidiaries or other businesses owned by the vendor or its principals;
- (e) general description of its activities;
- (f) whether the applicant will be investing in or loaning money to the gaming operation and, if so, how much;
- (g) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (h) a list of Indian tribes with which the applicant has an existing or previous business relationship, including ownership, financial, or management interests in non- gaining activities. If the applicant has had extensive interaction with Indian tribes, the list will include the ten (10) largest contracts;
- (i) names, addresses, and phone numbers of three (3) business references with whom the applicant has regularly done business in the last five (5) years;
- (j) the name and address of any licensing or regulatory agency with which the business has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- (k) whether the business has ever had a license revoked or denied for any reason and a written justification of the reason for the License being revoked along with the circumstances involved;
- (l) a list of lawsuits to which the business has been a defendant, including the name and address of the court involved, and the date and disposition, if any;
- (m) a list of the business's funding sources and any liabilities of \$50,000.00 or more;
- (n) a list of the principals of the business, their Social Security Number, address, telephone number, title, and percentage of ownership in the company;
- (o) any further information the TGC deems relevant;
- (p) the placement of the following notice on the application form for an applicant and its principals: "Inclusion of false or misleading information

in the vendor application may be grounds for denial or revocation of the Tribe's vendor license";

- (q) a copy of a recent license application by a vendor may be submitted to another jurisdiction if it contains the information listed above. The vendor Will be required to submit (hi writing) any changes in the information since the other license application was filed and any information requested by the TGC not contained in the other application.

21.4 Vendor Background Investigation. Background investigations will be conducted as part of the licensing process.

21.5 Vendor Background Investigation Report. The report will cover each of the steps taken in the completed background investigation of the vendor and its principals and submitted to the TGC. The TGC may, by regulation, add additional limitations and conditions for denial of an application for a vendor license.

21.6 Term of Licenses.

- (a) Licenses will be for a term of two (2) years and will expire on the anniversary of the date of issue.
- (b) The TGC will notify all vendors of this requirement no less than one-hundred twenty (120) days prior to the expiration date of the license of the vendors. The notification will be sent by certified mail to the last known address of the vendor.
- (c) All vendors will submit a written notice of intent to renew their vendor license to the TGC with the required license fee no less than sixty (60) days prior to the expiration date of the license.
- (d) Failure to file a written notice of intent to renew the vendor license sixty (60) days prior to the date of expiration will cause the TGC to issue a letter of expiration. The letter of expiration will be sent by certified mail to the last known address of the vendor.

21.7 The TGC Shall not License any Vendor that:

- (a) has key employees who have been convicted of, or entered a plea of no contest to, a gambling offense, theft, embezzlement, fraud or misrepresentation;
- (b) has key employees who have participated in organized crime or unlawful gambling, or whose prior activities, criminal record, reputation, habits, and/or associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or to the carrying on of the business and financial arrangements incidental to the conduct of gaming; or

- (c) is found to have knowingly supplied false or misleading information or has knowingly omitted material information on the license application.
- 21.8 Revocation or Suspension of a Vendor License and Other Penalties. The TGC may revoke a license, suspend a license or issue a fine to a vendor pursuant to rules and regulations established by the TGC.
- 21.9 License Denials. Vendors denied a license may appeal such decision to the TGC as set forth in Section 21, above.

## SECTION 22 RECORDS AND REPORTS

- 22.1 A gaming operation shall keep permanent books of account or records, including inventory records of gaming supplies, sufficient to establish the amount of gross and net income, deductions and expenses, receipts and disbursements, and other information required in any financial statement, report, or other accounting prepared pursuant to IGRA or NIGC regulations.
- 22.2 All papers, books, and records, including computer records of the gaming operation relating to licensed gaming activities shall be subject to inspection, examination, photocopying, and auditing by the TGC at any time during reasonable hours. All such papers, books, and records shall be retained not less than six (6) years. The authorized representative of the State Gaming Agency may review such records in the manner consistent with the provisions of the Compact.

## SECTION 23 PROHIBITED ACTS

- 23.1 No person shall operate or conduct any gaming activity in a gaming operation within the exterior boundaries of Tribal lands without a gaming license issued by the TGC as required by this Ordinance.
- 23.2 No person shall knowingly submit false or misleading information to the TGC in response to any provision of IGRA or this Ordinance.
- 23.3 No management contractor shall fail to account fully for all monies received or collected in connection with gaming activities or to file any report required by the management contract.
- 23.4 A gaming operation shall not refuse to allow an authorized representative of the TGC, the NIGC and, the State Gaming Agency to enter or inspect a gaming operation in violation of IGRA, the Compact and this Ordinance.
- 23.5 No person under the age of twenty-one (21) years shall be employed by a gaming operation or shall otherwise be permitted to participate in any gaming activities.
- 23.6 No person shall engage in cheating (as that term is defined in Section 3-1(d) of this Ordinance) in any gaming activity or engage in any fraudulent conduct affecting either the Tribe or a customer of a gaming operation.



- 23.7 No person, other than an officer of the El Dorado County Sheriffs Office or the Bureau of Indian Affairs, may enter or remain in a gaming establishment licensed under this Ordinance while in the possession of a firearm or other weapon.

#### SECTION 24 MANAGEMENT CONTRACTOR RESPONSIBILITY

- 24.1 The management contractor is responsible for ensuring that all primary management officials and key employees assisting in the operation of any gaming activity on the management contractor's behalf comply with this Ordinance. A violation by any such officials or employees, unless otherwise provided in an approved management contract, shall be deemed a violation by the management contractor.
- 24.2 No person, whether playing in or conducting any gaming activity authorized under this Ordinance, shall:
- (a) use bogus or counterfeit cards, or substitute or use any game cards that have been tampered with;
  - (b) employ or have on one's person any cheating device to facilitate cheating in any gaming activity; or
  - (c) knowingly cause, aid, abet, or conspire with another person or cause any person to violate any provision of this Ordinance or any rule adopted under this Ordinance.

#### SECTION 25 NOTICE OF VIOLATION

- 25.1 The TGC may issue a notice of violation to any person for violation of any provision of this Ordinance.
- 25.2 A notice of violation shall contain:
- (a) a citation to the Ordinance provision that has been or is being violated;
  - (b) a description of the circumstances surrounding the violation, set forth in common and concise language;
  - (c) measures required to correct the violation;
  - (d) a statement that the violation must be corrected within five (5) calendar days from the date the notice was issued;
  - (e) a statement of the alleged violator's rights of appeal; and
  - (f) a statement of the corrective action required to remedy the violation.
- 25.3 Within five (5) calendar days after service of a notice of violation, the alleged violator shall submit written information about the violation and any corrective

measures undertaken to the TGC. The TGC shall consider any information so submitted in determining the steps required to remedy the violation.

- 25.4 Any individual or entity who violates, attempts to violate, or conspires to violate, any provision of this Ordinance may be subject to civil penalties, including exclusion from employment by any gaming operation, denial, suspension or revocation of a license, exclusion from attendance at any gaming facility, and exclusion from the reservation, if a non-member of the Tribe.
- 25.5 With respect to any vendor, subject to the jurisdiction of the TGC, a civil fine may be imposed of not more than \$25,000 for each such violation of the Ordinance. Any such violation may also be referred to the appropriate law enforcement agency for possible criminal prosecution.
- 25.6 No action of the TGC to impose a civil penalty pursuant to this Section 26 shall be valid unless the person or entity affected is given notice of their right to appeal the penalty before the TGC, either in person or through a representative or legal counsel, and to submit such evidence for review by the TGC. Notwithstanding the foregoing, if the TGC deems it necessary to protect the public interest and the integrity of the Tribal gaming operation, the TGC may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person or entity as soon as is reasonably practicable following such action.
- 25.7 TGC Final Decision. After review of the written information provided by the alleged violator, the TGC shall issue a final order which shall not be subject to further review.

## SECTION 26 NOTICES

- 26.1 Notice of gaming rules established and enforced by the gaming operation shall be posted at the entrance of each gaming establishment and/or given to the customer upon entering the premises.

## SECTION 27 EJECTION

- 27.1 The following improper conduct shall result in ejection of a customer from any gaming operation:
  - (a) cheating;
  - (b) possession of weapons in the gaming establishment;
  - (c) possession of alcohol that has been brought by a customer into the gaming establishment;
  - (d) possession of a controlled substance in the gaming establishment;

- (e) disorderly conduct, including the willful, or wanton disregard for the rights of others; and
  - (f) any other act which is disruptive to the gaming operation.
- 27.2 Failure by a customer to provide proof of age when requested by gaming operation personnel shall result in ejection of the customer from the premises.
- 27.3 Ejection of a customer shall be accomplished by the Tribal Gaming Security force or by the El Dorado County Sheriff's Office, upon request of the gaming operation.

#### SECTION 28 PATRON DISPUTES

- 28.1 The TGC shall adopt a procedure for resolving patron disputes that is consistent with the provisions of the Compact.
- 28.2 The TGC shall monitor compliance with this policy.

#### SECTION 29 SERVICE

- 29.1 The Council shall designate by written notification to the TGC an agent for service of any official determination, order, or notice of violation.
- 29.2 A management contractor or a Tribal operator shall designate by written notifications to the TGC an agent for service of any official determination, order or notice of violation.

#### SECTION 30 SOVEREIGN IMMUNITY

- 30.1 The Council confers on the TGC, the TGA, and their respective employees and agents while acting within the course and scope of their respective employment or official capacity, all of the Tribe's rights, privileges immunities and sovereign immunity from suit, to the same extent as the Tribe.

#### SECTION 31 APPLICABLE LAW

- 31.1 All controversies involving contracts relating to gaming entered into under the authority of the TGC on Tribal lands shall be resolved, as appropriate, in accordance with;
- (a) IGRA;
  - (b) NIGC Regulations;
  - (c) Tribal laws;
  - (d) and, if no Tribal laws exist, the laws of the State of California, which are incorporated herein by reference; and

(e) the terms of the Compact.

#### SECTION 32 SAVINGS PROVISION

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

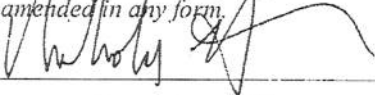
#### SECTION 33 EFFECTIVE DATE/REPEAL

33.1 This Ordinance shall be effective immediately upon approval by appropriate governmental authority and, once approved, all previous gaming Ordinances shall be repealed.

AS


CERTIFICATION

As a duly-elected official of the Shingle Springs Rancheria, I do hereby certify that, at a meeting duly called, noticed, and convened on the 18<sup>th</sup> day of August, 2010, at which time a quorum of 5 EQR, ~~0~~ AGAINST ~~0~~ ABSTAINED, adopted said this Ordinance and said Tribal Council Resolution adopting the Gaming Operation Standards Ordinance, has not been rescinded or amended in any form.

  
\_\_\_\_\_

Dated: 8-18-10

ATTEST

  
\_\_\_\_\_

Tribal Secretary

Dated: 8-27-10