

Appendix Q  
Koi Gaming Ordinance



August 20, 2024

***VIA EMAIL***

Darin Beltran, Chairman  
Koi Nation of Northern California  
P.O. Box 3162  
Santa Rosa, CA 95402

**Re: Koi Nation of Northern California Gaming Ordinance**

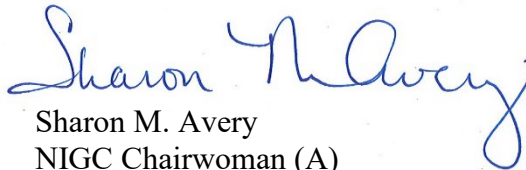
Dear Chairman Beltran:

This letter responds to your request for the National Indian Gaming Commission (NIGC) Chair to review and approve the Koi Nation of Northern California's gaming ordinance (Gaming Ordinance). The Gaming Ordinance was adopted by Resolution No. 24.08.16 of the Tribal Council.

Thank you for providing the Gaming Ordinance for our review. The Gaming Ordinance is approved as it is consistent with the Indian Gaming Regulatory Act and NIGC regulations.

If you have any questions or require anything further, please contact Senior Attorney Austin Badger by e-mail at [austin.badger@nigc.gov](mailto:austin.badger@nigc.gov) or by phone at (202) 632-7003.

Sincerely,

  
Sharon M. Avery  
NIGC Chairwoman (A)

**RESOLUTION OF THE  
KOI NATION OF NORTHERN CALIFORNIA**

**TC Resolution No. 24.08.16**

**To Adopt a Gaming Ordinance**

**WHEREAS**, the Koi Nation of Northern California (“Koi Nation” or “Nation”) is a federally recognized Indian tribe, organized by virtue of powers inherent in tribal sovereignty and those delegated by the United States federal government; and

**WHEREAS**, pursuant to Article IV of the Constitution of the Koi Nation of Northern California, as amended (“Constitution”), the governing body of the Koi Nation is the General Council; and

**WHEREAS**, pursuant to Article IV of the Constitution, the General Council shall exercise its powers through, among other things, the Tribal Council, which is established under Article VII of the Constitution and which acts on behalf of the Koi Nation by enacting, executing and enforcing motions, resolutions and ordinances of the Koi Nation, and by transacting or causing to be transacted all day-to-day business of the Koi Nation; and

**WHEREAS**, Article VIII, Section 1(e) of the Constitution grants the Tribal Council the power to exercise jurisdiction over all lands, persons, and subjects within the exterior boundaries of the Nation’s reservation (“Tribal Land”); and

**WHEREAS**, the Nation has acquired real property (the “Parcel”) in unincorporated Sonoma County for which it has applied to the Department of Interior’s Bureau of Indian Affairs (“BIA”) seeking trust status for gaming purposes under the Indian Gaming Regulatory Act at 25 U.S.C. § 2701 *et seq.* (“IGRA”); and

**WHEREAS**, upon the BIA’s approval of the Nation’s application, the Parcel will become Tribal Land upon which the Nation intends to operate Class III Gaming within the meaning of IGRA; and

**WHEREAS**, in order to conduct Class III Gaming on the Parcel, the Nation must, among other things, adopt a gaming ordinance that complies with § 2710(d) of IGRA, meets the requirements of subsection (b) of § 2710, and is approved by the Chairman of the National Indian Gaming Commission (“NIGC”) pursuant to the requirements of 25 C.F.R. §§ 522.5 and 522.7; and

**WHEREAS**, the Tribal Council adopted a proposed Koi Nation of Northern California Gaming Ordinance (the “Original Gaming Ordinance”) pursuant to TC Resolution No. 24.02.20, the form of which was previously submitted to the NIGC on February 22, 2024; and

**WHEREAS**, the Tribal Council has elected to revise the Original Gaming Ordinance in the form attached hereto as Exhibit A (the “Revised Gaming Ordinance”), and the Tribal Council hereby finds that the Revised Gaming Ordinance meets the requirements of IGRA § 2710(b); and

**WHEREAS**, the Tribal Council finds that withdrawal from NIGC review of the Original Gaming Ordinance and adoption and submission of the Revised Gaming Ordinance to the NIGC are in the best interests of the Nation; and

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Council hereby declares the Original Gaming Ordinance a nullity; and

**BE IT FURTHER RESOLVED** that the Tribal Council hereby adopts the Koi Nation of Northern California Gaming Ordinance, as revised; and

**BE IT FINALLY RESOLVED** that the Tribal Council authorizes the withdrawal of the Original Gaming Ordinance from consideration by the NIGC and submission of the Revised Gaming Ordinance to the NIGC for its review and approval pursuant to the requirements of 25 C.F.R. §§ 522.5 and 522.7.

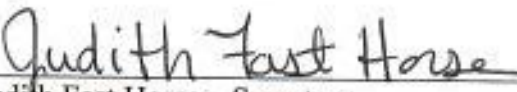
### CERTIFICATION

The undersigned, the duly elected Tribal Council members of the Koi Nation of Northern California, does hereby certify that the foregoing resolution was adopted on August 16, 2024 at a duly called meeting of the Tribal Council of the Koi Nation at which a quorum was present, by a vote of 3 ayes, 0 noes, and 0 abstentions, and such resolution has not been rescinded or amended in any way.

Dated: August 16, 2024

  
Darin Beltran – Chairperson

  
Dino Beltran – Vice Chairperson/Treasurer

  
Judith Fast Horse – Secretary

**EXHIBIT A**  
**GAMING ORDINANCE**  
**(attached)**

**KOI NATION OF NORTHERN CALIFORNIA  
GAMING ORDINANCE**

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## **CHAPTER 1 GENERAL PROVISIONS**

### **Section 1.01 Title**

This Ordinance will be titled the Koi Nation of Northern California Gaming Ordinance.

### **Section 1.02 Authority**

- A. Article VII, Section 2 of the Constitution of Koi Nation of Northern California (“Constitution”) delegates to the Tribal Council the authority to enact, execute, and enforce the Nation’s laws, including all properly adopted motions, resolutions, ordinances, and other laws.
- B. Article VIII, Section 1 (e) of the Constitution grants the Tribal Council the power to exercise jurisdiction over all lands, persons, and subjects within the exterior boundaries of the Nation’s reservation.
- C. This Gaming Ordinance is enacted pursuant to the inherent powers of the Nation as a federally recognized sovereign Indian tribe, Tribal law, and IGRA.

### **Section 1.03 Purpose**

The purpose of this Ordinance is to:

- A. Establish the legal and regulatory framework for the operation, regulation, control, and licensing of all gaming activities within the jurisdiction of the Nation as well as the enforcement of this Ordinance and all other laws applicable to the operation of the Nation’s gaming activities, including any Tribal-State Gaming Compact;
- B. Promote and strengthen the Nation’s economic development, independence, and self-determination;
- C. Generate revenue to strengthen Tribal self-government; enable the provision of Tribal governmental services; and improve the health, education, and general welfare of Tribal members; and
- D. Strengthen the economy of the Nation and that of surrounding areas.

### **Section 1.04 Ownership of Gaming**

The Nation shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Operation authorized by this Ordinance. Except as expressly provided in this Ordinance, the Nation does not authorize any individual or entity to own and operate any gaming activity within its Indian lands, provided that nothing in this Section shall be construed to limit the authority of the Koi Nation to engage a management contractor to operate its gaming activities pursuant to

a lawful management contract approved by the Chairman of the NIGC pursuant to 25 U.S.C § 2711 in accordance with Section 1.17 below.

### **Section 1.05 Gaming Authorized**

All Classes of gaming as defined in IGRA, P.L. 100-447, 25 U.S.C. § 2701 *et seq.* and conducted pursuant to the Act, whether conducted within a land-based gaming facility or via authorized Mobile Gaming, are hereby authorized by this Ordinance, provided that all Class III gaming activities will be conducted only to the extent authorized by a valid Tribal-State Gaming Compact duly approved by the Secretary of the Interior, and further provided that any use of Mobile Gaming systems as allowed by law for purposes of gaming will be consistent with all applicable federal laws and the Tribal-State Gaming Compact.

### **Section 1.06 Use of Gaming Revenue**

A. Use of Net Revenues. Net Revenues from Tribal Gaming shall be used only for the following purposes:

1. To fund Tribal government operations or programs;
2. To provide for the general welfare of the Nation and its members;
3. To promote Tribal economic development;
4. To donate to charitable organizations; or
5. To help fund operations of local government agencies.

B. Per Capita Payments. If the Nation elects to make per capita payments to its members, it shall authorize such payments only in accordance with a revenue allocation plan authorized by Resolution or other action by the Tribal Council and submitted to and approved by the Secretary of the Interior under 25 U.S.C. § 2710 (b)(3).

### **Section 1.07 Effective Date**

This Gaming Ordinance shall be effective immediately upon approval by the Chair of the National Indian Gaming Commission.

### **Section 1.08 Audit**

A. The Tribal Gaming Agency, as established by this Ordinance, shall cause to be conducted independent audits of Gaming Operations annually and such other annual audits as may be required by the NIGC by regulation and shall submit the results of those audits to the NIGC. The cost of such audits shall be assessed against the Gaming Operation and expensed by it as an operating cost.

- B. Annual audits shall conform to generally accepted auditing standards.
- C. All Gaming-related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 in any year, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit conducted under Subsection 1.08 (A) of this Ordinance.

### **Section 1.09 Protection of the Environment and Public Health and Safety**

Each gaming facility shall be constructed, maintained, and operated in a manner that adequately protects the environment and the health and safety of the public.

### **Section 1.10 Severability**

The provisions of this Gaming Ordinance are severable and if any provision of this Gaming Ordinance, or any portion of any provision of this Gaming Ordinance, is held invalid by a court of competent jurisdiction, the invalidity shall not affect any other provision of this Gaming Ordinance. The remainder of this Gaming Ordinance shall remain valid and in full effect.

### **Section 1.11 Amendment**

All provisions of this Gaming Ordinance are subject to amendment by the Tribal Council of the Koi Nation of Northern California. Any such amendment to this Gaming Ordinance shall be submitted to the National Indian Gaming Commission for approval within fifteen (15) days after adoption and shall not be effective unless and until approved by the NIGC.

### **Section 1.12 Repeal**

All laws of the Koi Nation that are inconsistent with the provisions of this Ordinance and that are in effect as of the effective date of this Ordinance are hereby repealed, including all inconsistent laws, ordinances, and resolutions. Repeal by this Ordinance of any law, ordinance, or resolution shall not have the effect of reviving any prior law, ordinance, or resolution heretofore repealed or suspended by such repealed code.

### **Section 1.13 Agent for Service of Process**

The Nation hereby designates the Director of the Koi Nation Gaming Agency as agent for service of any official determination, order, or notice of violation. Until such time as a Director is appointed, the Chair of the Tribal Council shall serve as agent for such service.

### **Section 1.14 Consent to Jurisdiction**

- A. Performance of any of the following acts by any individual or entity shall constitute consent to the civil and regulatory jurisdiction of the Nation:

1. Applying for and/or receiving a license or permit under this Ordinance;
  2. Applying for employment in or at any Gaming Operation or facility licensed and/or regulated under this Ordinance;
  3. Entering into any contract, engagement, or agreement related to gaming regulated under this Ordinance; and
  4. Participating in any gaming activity authorized by this Ordinance or entering onto the premises of any gaming facility licensed under this Ordinance.
- B. Nothing in this Section shall limit the jurisdiction of the Nation or its agencies or entities under any circumstances not explicitly contemplated in this Ordinance, nor shall this Ordinance be construed to waive, in whole or in part, the Nation's sovereign immunity from unconsented suit.

### **Section 1.15 Gaming Facility License Required**

The Nation, through the Gaming Agency established by this Ordinance, shall issue a separate license to each place, facility, or location on Indian Lands where gaming is conducted under this Ordinance for a term not to exceed five (5) years. Every gaming facility will display in a prominent place a current and valid license for that location.

### **Section 1.16 Licenses for Key Employees and Primary Management Officials**

The Gaming Agency will ensure that the regulations promulgated pursuant to this Ordinance are implemented with respect to Key Employees and Primary Management Officials employed at any Gaming Enterprise operated on the Nation's Indian Lands. All Key Employees and Primary Management Officials must have a gaming license issued by the Nation within ninety (90) days from the date of commencement of employment.

### **Section 1.17 Regulatory Funding**

At the beginning of each fiscal quarter, the Gaming Enterprise shall pay to a designated fund a regulatory fee equal to one-fourth (1/4) of the annual amount budgeted for the combined costs of the operation of the Gaming Commission and the Gaming Agency. At the request of the Gaming Commissioner or the Gaming Agency Director for good cause shown, the Tribal Council may by resolution provide for such additional fees as may be necessary to cover unanticipated regulatory expenses.

### **Section 1.18 Management Contracts**

The Nation, in its discretion, may enter into management agreements subject to applicable law. No Management Contract may be executed by or on behalf of the Nation with any third party unless authorized by a duly adopted resolution of the Tribal Council and in full compliance with

all applicable provisions of IGRA, particularly, 25 U.S.C. § 2711 and the regulations issued pursuant thereto.

## **CHAPTER 2 DEFINITIONS**

### **Section 2.01 Definitions**

For purposes of this Gaming Ordinance, the following terms shall have the following meanings:

- A. “Applicable Mitigations” means, collectively, the mitigation measures, conditions and commitments set forth in the Record of Decision approving any Applicable EIS.
- B. “Class I Gaming” means Class I Gaming as defined in 25 U.S.C. § 2703 (6) and any regulations promulgated thereunder.
- C. “Class II Gaming” means Class II Gaming as defined in 25 U.S.C. § 2703 (7) and any regulations promulgated thereunder.
- D. “Class III Gaming” means Class III Gaming as defined in 25 U.S.C. § 2703 (8) and any regulations promulgated thereunder.
- E. “Compact” or “Tribal-State Gaming Compact” means an effective Tribal-State Gaming Compact between the Nation and the State of California pursuant to the terms and conditions of 25 U.S.C. § 2710 (d).
- F. “Director” means the Director of the Koi Nation Gaming Agency, who is charged with the overall supervisory and administrative responsibility for directing the Nation’s gaming licensing program; for monitoring compliance with IGRA; and for general enforcement and administration of this Ordinance and all regulations issued in relation thereto.
- G. “Gaming Agency” means the Koi Nation Gaming Agency established by this Gaming Ordinance.
- H. “Gaming Commission” means the Koi Nation Gaming Commission established by this Gaming Ordinance.
- I. “Gaming Enterprise” means the entities through which the Nation conducts, regulates, and secures gaming on Indian Lands within the Nation’s jurisdiction pursuant to IGRA.
- J. “Gaming Financier” means, unless otherwise provided herein or in a Compact in effect with the State of California, any provider of financing to a Gaming Operation.

- K. "Gaming Operation" means each economic entity that is licensed by the Nation, operates the games, receives the revenues, issues the prizes, and pays the expenses. A Gaming Operation may be operated by the Nation directly or by a Management Contractor.
- L. "Gaming Ordinance" means this Gaming Ordinance of the Koi Nation of Northern California, including any amendments.
- M. "Gaming Vendor" means any person or entity that manufactures, sells, or supplies gaming goods, including gaming equipment, supplies, or services for the gaming activities and operations at the Nation's gaming facilities or on a Mobile Gaming system, as applicable, including accounting services and financing, but excluding certified public accountants or attorneys and their firms to the extent that they are providing services covered by their professional licenses. Also included within this definition are persons or entities supplying kiosks, currency processing equipment, back-of house accounting software, IT products and services, banking and check-cashing services, financiers, and other suppliers as may be designated by regulation.
- N. "IGRA" means the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et.seq.*
- O. "Indian Lands" shall have the meaning set forth at 25 C.F.R. § 502.12.
- P. "Key Employee" means:
1. Any person who performs one or more of the following functions for the Gaming Operation:
    - i. Bingo caller;
    - ii. Counting room supervisor;
    - iii. Chief of security;
    - iv. Floor manager;
    - v. Pit boss;
    - vi. Dealer;
    - vii. Croupier;
    - viii. Approver of credit;

- ix. Custodian of gaming systems as defined in 25 CFR § 547.2 and similar Class III systems, gaming cash or gaming cash equivalents, gaming supplies or gaming system records; and
  - x. Custodian of surveillance systems or surveillance system records;
2. Any Gaming Operation employee authorized by the Gaming Operation for unescorted access to secured gaming areas designated as secured gaming areas by the Gaming Agency;
  3. If not otherwise licensed as a Key Employee or Primary Management Official, the four persons most highly compensated by the Gaming Operation; and
  4. Any other employee of the Gaming Enterprise as documented by the Nation as a Key Employee.
- Q. “Management Contract” means an agreement covering the management of the Nation’s Gaming Operation(s), a game/activity, or a facility by an entity other than the Nation, its subdivisions/instrumentalities, or its employees, including all collateral agreements to such agreement that relate to the management of all or part of a Gaming Operation.
- R. “Mobile Gaming” means the use of technology to convey and receive Wagers or Bets, without limitation, as legally permissible, provided the bettor is physically located within the geographical scope of the approved gaming area on the Nation’s Indian Lands and/or of the Tribal-State Gaming Compact, unless otherwise authorized by state and federal law.
- S. “Nation” or “Koi Nation” means the Koi Nation of Northern California.
- T. “Net Revenues” means Net Revenues as defined in 25 U.S.C. § 2703 (9) and any regulations promulgated thereunder.
- U. “NIGC” means the National Indian Gaming Commission.
- V. “Non-Gaming Vendor” means any person or business entity that provides services or goods to a gaming facility that are not directly related to or used in connection with gaming activities or the handling, processing, and/or accounting of cash or cash equivalents from the gaming activities, but excluding goods and services provided by phone companies or a publicly regulated utility company. Non-Gaming Vendors are those whose dealings or transactions with the Gaming Operation pose negligible risk of detrimentally affecting the integrity of the Nation’s gaming activities. Examples of non-gaming goods and services include but are not limited to subscription newspapers and periodicals; laundry services; food; beverages; cleaning supplies; gardeners; general purpose equipment or items such as light bulbs, vacuum cleaners, and decorations; and providers of entertainment services.

W. “Primary Management Official” means:

1. Any person having management responsibility for a Management Contract;
2. Any person who has authority:
  - i. To hire and fire employees of the Gaming Operation; or
  - ii. To establish policy for the Gaming Operation.
3. The chief financial officer or a position with duties similar to a chief financial officer;
4. The general manager or a position with duties similar to a general manager; and
5. Any other employed management official of the Gaming Enterprise as documented by the Nation as a Primary Management Official.

X. “Principal” means with respect to each Gaming Vendor and Gaming Financier, its sole proprietor or any partner, trustee, beneficiary, or shareholder holding five percent (5%) or more of its beneficial or controlling ownership, or any officer, director, primary management official employee including its chief financial officer or other person who has financial management responsibility as an employee or under contract, or key employee thereof; and with respect to Management Contractors, any person or entity having a direct and financial interest in, or management responsibility for the Management Contract, including any officer of a corporation, any individual who serves on the board of directors of a corporation, any shareholder who directly or indirectly owns five percent (5%) or more of the issued and outstanding stock of the corporation, all general partners in a partnership, and all managers of a limited liability company.

Y. “Secretary” means the Secretary of the Department of the Interior.

Z. “Tribal Council” means the governing body of the Koi Nation of Northern California, as described in the Koi Nation’s Constitution.

AA. “Tribal Gaming Regulatory Authority” means the entity authorized by Tribal law to regulate gaming conducted pursuant to IGRA, which for the Nation shall be the Koi Nation Gaming Agency.

BB. “Wager” or “Bet” means placing at risk money or something of value on a gambling game that has an uncertain outcome with the primary intent of winning additional money.



**CHAPTER 3**  
**KOI NATION GAMING COMMISSION**

**Section 3.01 Establishment of the Koi Nation Gaming Commission**

To regulate gaming on Indian Lands, the Koi Nation hereby establishes the Koi Nation Gaming Commission, which is delegated exclusive jurisdiction to adjudicate appeals of all final actions and decisions of the Gaming Agency and is vested with all necessary powers and authority to:

- A. Hear and adjudicate:
  - 1. Appeals of licensing determinations;
  - 2. Appeals of Gaming Agency actions or decisions on patron disputes;
  - 3. Appeals of Gaming Agency enforcement actions;
  - 4. Appeals of disciplinary actions related to Gaming Agency staff;
  - 5. Other appeals of final actions and decisions of the Gaming Agency.
- B. Classify games or review game classification decisions of the Gaming Agency;
- C. Resolve questions of interpretation in relation to this Ordinance and such regulations as may be promulgated hereunder;
- D. Develop and apply standards, rules, and procedures governing the conduct of hearings before the Commission;
- E. Issue advisory opinions interpreting the Compact, this Ordinance, and any rules and regulations adopted pursuant hereto on request of the Gaming Agency or the Tribal Council;
- F. Issue subpoenas, take testimony, and conduct hearings; and
- G. Handle such other matters and conduct such other activities as are consistent with the power and authority delegated to the Commission under this Ordinance.

**Section 3.02 Composition**

The Gaming Commission shall consist of one (1) law-trained Commissioner to be appointed by a majority of the Tribal Council and such staff as may be needed to carry out the responsibilities of the Commission, provided that neither the Commissioner nor any staff member shall have been convicted of a gaming-related or bribery offense or any felony offense. The Commissioner shall be selected based upon their educational background, relevant experience, and integrity and may

be subject to backgrounding, as determined by regulation. The Commissioner shall have no financial interest in, or management responsibility for, any gaming activity governed by this Ordinance, including a Management Contract or an entity licensed under this Ordinance. Members of the Tribal Council may not simultaneously serve as Commissioners. In the event that a Commissioner is unavailable for any reason or must recuse themselves, the Tribal Council may appoint an alternate who may act on a temporary basis for the Commissioner, provided that the alternate is law-trained and meets the suitability standards set forth in this section.

### **Section 3.03 Term of Office**

The Commissioner shall serve a term of office of five (5) years and may be reappointed at the discretion of the Tribal Council.

### **Section 3.04 Removal and Suspension**

The Commissioner may only be suspended or removed from office before the expiration of their term for neglect of duty, misconduct, malfeasance, or any acts that would render them unsuitable for the position. Suspension or removal must be effected by a vote of a majority of the members of the Tribal Council. In the event that the Tribal Council preliminarily determines that a Commissioner should be suspended or removed, the Tribal Council will provide the Commissioner with no less than thirty (30) days' notice of the date set for voting on the matter, which notice will include a written basis for the proposed action with sufficient specificity so as to permit the preparation of an answer to such allegations, provided that emergency suspensions may be imposed in the event of a threat to the integrity of gaming, the Nation's assets, or the public health and safety. The decision of the Tribal Council on such an action shall be final and non-appealable.

### **Section 3.05 Vacancies, Recusals, and Absences**

- A. If for any reason a vacancy should occur on the Commission prior to the expiration of a Commissioner's term, the Tribal Council shall appoint a qualified replacement for the balance of the Commissioner's term.
- B. The Commissioner's seat shall be deemed vacant upon conviction of any gaming-related or bribery offense or any felony offense. The Tribal Council may suspend the Gaming Commissioner if they are charged with any such offense pending the case's outcome, in which case an alternate must be appointed for the suspension period.
- C. No Commissioner shall participate in any decision directly involving their immediate family, which for the purposes of this Ordinance shall include spouses, children, siblings, parents, and any other persons with whom the Commissioner has a close personal relationship. The Commissioner may voluntarily recuse themselves and decline to participate in any action or decision of the Gaming Commission when the Commissioner, in their own discretion, believes that they could not act fairly or without bias, or that there would be an appearance that they could not so act.

- D. The Commissioner shall advise the Tribal Council as soon as possible of any need for recusal in any matter or of any anticipated absence or unavailability for any period in excess of two weeks or during which a matter is to be heard by the Commission, in which case the Tribal Council shall notify or appoint an alternate to temporarily fulfill the duties of the Commissioner.

### **Section 3.06 Compensation**

The Tribal Council shall establish the Commissioner's rate of compensation, which shall not be diminished during their term in office. Any Commission staff will be compensated at a fair market rate to be determined by the Commission. The Commissioner and any Commission staff shall be reimbursed for all actual expenses incurred on Commission business, including necessary travel expenses, subject to the approval of the Tribal Council.

### **Section 3.07 Use of Tribal Assets**

No Commissioner or member of Commission staff shall use or receive any pay or thing of value from the Nation, other than their salary or reimbursement for reasonable expenses, for any work within the scope of their duties. No Commissioner or member of Commission staff shall receive or convert to their own use, even temporarily, any property or money belonging to the Nation for anything other than official purposes. No Commissioner or member of Commission staff shall use Tribal purchasing authority for personal acquisitions, even where reimbursement is made. Nothing in this section shall be construed to preclude a Commission or Commission staff from attending and partaking in meals or refreshments provided during special events sponsored by the Nation or the Gaming Operation.

### **Section 3.08 Gaming**

No Commissioner shall be permitted to participate in any gaming activity within any Tribal Gaming Operation, except for any such participation engaged in solely for educational or instructional purposes.

### **Section 3.09 Gifts**

- A. Use of Position for Private Gain. No Commissioner shall use their position for private gain.
- B. Solicitation or Acceptance of Gifts. No Commissioner shall solicit or accept, directly or indirectly, any gift or other item of monetary value from any person or entity that meets the following criteria, provided that "gifts" shall not include modest food items (such as coffee or donuts), greeting cards, presentational plaques or certificates, anything for which the Commissioner paid market value, or gifts given by friends or relatives when the reason for the gift is based upon a previous, personal relationship:
1. Seeking official action or inaction from the Commission;
  2. Conducting activities regulated by the Commission; or

3. Situated such that their interests may be substantially affected by the performance or nonperformance of the Commissioner's duties.

C. Complimentary Services or Items. No Commissioner shall accept complimentary services or items from any Tribal Gaming Operation.

### **Section 3.10 Powers and Duties**

The Gaming Commission shall have the authority and responsibility to:

- A. Secure, oversee, and protect the honesty, integrity, fairness, and security of Tribal gaming by adjudicating matters that come before it;
- B. Adopt and submit to the Tribal Council an operating budget as appropriate;
- C. Adopt rules and procedures consistent with its delegated powers;
- D. Issue subpoenas, take testimony, and conduct hearings;
- E. Conduct hearings to review actions and decisions of the Gaming Agency in accordance with this Ordinance;
- F. Preside over appeals of actions or decisions of the Gaming Agency and reverse, affirm, modify, and/or vacate a determination of suspension or revocation for cause, a civil fine assessment, or other civil penalty issued by the Gaming Agency following a fair and impartial adjudication; and
- G. Classify Games.

### **Section 3.11 Rules and Procedures**

- A. The Gaming Commission will adopt rules to govern the conduct of hearings.
- B. The Commissioner will conduct hearings and ensure that such hearings are conducted efficiently and in accordance with principles of fundamental fairness and due process of law.
- C. Minutes and/or records will be kept of all Gaming Commission hearings.
- D. All decisions of the Gaming Commission will be issued in writing and will be final.
- E. All hearings of the Gaming Commission shall be open to the public; provided, however, that the Gaming Commission may, in its discretion, close any portion of any hearing to the public when discussing any information that the Gaming Commission deems confidential.

**CHAPTER 4**  
**KOI NATION GAMING AGENCY**

**Section 4.01 Establishment of the Koi Nation Gaming Agency**

In order to issue licenses to gaming facilities, Gaming Vendors, Key Employees, and Primary Management Officials and to register all other vendors in compliance with the law and to ensure that gaming is conducted in accordance with this Ordinance, IGRA, the Compact, and all applicable Tribal and federal laws, rules, and regulations, the Gaming Agency is hereby established as an independent political subdivision of the Nation to serve as its Tribal Gaming Regulatory Authority and, except as otherwise provided herein, is delegated exclusive jurisdiction to hear and decide all matters under this Ordinance in the first instance.

**Section 4.02 Director**

- A. To implement this Ordinance with honesty and integrity, the Tribal Council will appoint a Director of the Gaming Agency who will direct its day-to-day activities and serve as hearing officer for all hearings held on matters arising under this Ordinance in the first instance.
- B. The Director will be selected based upon their educational background, relevant experience, and integrity and may be subject to backgrounding, as determined by regulation.
- C. The Director shall receive compensation for their services, which shall not be diminished during their term in office and shall be reimbursed for all actual expenses incurred on Agency business, including necessary travel expenses, subject to the approval of the Tribal Council.
- D. The Director shall serve a term of four (4) years and may be reappointed at the discretion of the Tribal Council.
- E. The Director may only be suspended or removed from office before the expiration of their term for neglect of duty, misconduct, malfeasance, or any acts that would render them unsuitable for the position. Suspension or removal must be effected by a vote of a majority of the Members of the Tribal Council. In the event that the Tribal Council preliminarily determines that the Director should be removed, the Tribal Council will provide the Director with no less than thirty (30) days' notice of the date set for voting on the matter, which notice will include a written basis for the proposed action with sufficient specificity so as to permit the preparation of an answer to such allegations, provided that emergency suspensions may be imposed prior to a meeting in the event of a threat to the integrity of gaming, the Nation's assets, or the public health and safety. The decision of the Tribal Council on such an action shall be final and non-appealable.

- F. No person who has been convicted of any gaming-related or bribery offense or any felony offense is eligible to serve as the Director of the Gaming Agency. Neither shall the Director have any financial interest in, or management responsibility for, any gaming activity governed by this Ordinance, including a Management Contract or an entity licensed under this Ordinance. Members of the Tribal Council may not simultaneously serve as Director.

### **Section 4.03 Personnel**

In addition to any specific employees designated in this Ordinance, the Gaming Agency will employ such staff as may be necessary to carry out its duties, but which at a minimum will include compliance officers and licensing officials. No person who has been convicted of any gaming-related or bribery offense or any felony offense is eligible to be hired as Gaming Agency staff. Gaming Agency staff will be compensated at a fair market rate to be determined by the Gaming Agency. Gaming Agency staff shall be reimbursed for all actual expenses incurred on Agency business, including necessary travel expenses, subject to the approval of the Director.

### **Section 4.04 Duties and Authority of the Gaming Agency**

The Koi Nation Gaming Agency will be responsible for ensuring that gaming is conducted in accordance with this Ordinance; IGRA; all Tribal and federal laws, rules, and regulations; and any Compact now or hereafter in effect. All issues arising under this Ordinance shall be decided by the Gaming Agency in the first instance and all matters decided by the Gaming Agency are subject to appellate review by the Gaming Commission pursuant to the terms of this Ordinance. The Gaming Agency may exercise any proper power and authority necessary to perform the duties assigned by this Ordinance and is specifically charged with the authority to:

- A. Administer, enforce, and interpret the provisions of this Ordinance and other applicable laws, regulations, rules, policies, and procedures;
- B. Secure, monitor, and safeguard the honesty, integrity, fairness, safety, and security of all Tribal Gaming Operations through audits, reviews, investigations, and such other means as necessary;
- C. Monitor and enforce compliance with all laws and regulations applicable to the Nation's gaming activities, including any Tribal-State Gaming Compact;
- D. Develop, issue, and enforce such regulations as are reasonable and necessary to implement the provisions of this Ordinance in a manner consistent with principles of fundamental fairness and due process of law;
- E. Establish and maintain bank accounts and develop and implement any and all policies and procedures applicable to the operation of the Agency;
- F. Purchase such supplies, goods, and services as may be necessary to carry out its duties and responsibilities;

- G. Establish and use a Gaming Agency seal;
- H. Adopt and submit to the Tribal Council an annual proposed operating budget;
- I. Submit to the Tribal Council a quarterly report of the status of all its activities and gaming matters;
- J. Develop licensing and background procedures, as well as procedures related to Gaming Agency hearings;
- K. Issue, renew, suspend, condition, and revoke licenses as appropriate and in accordance with the provisions of this Ordinance and basic principles of fundamental fairness and due process of law;
- L. Conduct background investigations according to requirements at least as stringent as those set forth in 25 C.F.R. Parts 556 and 558;
- M. Create and maintain an investigative report on each background investigation in accordance with the requirements set forth in 25 C.F.R. Part 556 and 558;
- N. Forward results and findings of background investigations of Key Employees and Primary Management Officials to the NIGC and comply with all applicable notice and submission requirements set forth in 25 C.F.R. Parts 556 and 558;
- O. Review license applicant activities, criminal record, if any, and reputation, habits, and associations to make a finding of their suitability for licensure and eligibility for employment or contracting with the Gaming Operation;
- P. Maintain a complete application file for each licensee containing the license application and background investigation results and findings and all other information as may be required by federal or Tribal law or regulation;
- Q. Conduct such audits as may be necessary for the proper control and financial oversight of gaming activities, including but not limited to financial and operational audits, internal control audits, revenue tracking, and monitoring the integrity of information technology systems;
- R. Ensure that audits as required hereunder are conducted and transmit required reports to the NIGC;
- S. Ensure that the Nation's gaming facilities are constructed, maintained, and operated in a manner that adequately protects the environment and health and safety of the public;
- T. Monitor gaming activities to ensure compliance with this Ordinance, IGRA, and all other laws applicable to the Nation's gaming activities, including rules and regulations issued thereunder;

- U. Monitor, enforce, and sanction violations of all laws and regulations applicable to the Nation's gaming activities including, without limitation, the pertinent provisions of Title 25 of the United States Code and the Code of Federal Regulations, Title 26 of the United States Code and the Code of Federal Regulations, and Title 31 of the U.S. Code and Code of Federal Regulations, among others.
- V. Work with law enforcement and regulatory agencies as needed to carry out the Gaming Agency's duties and responsibilities;
- W. Arbitrate, litigate, compromise, negotiate, or settle any dispute to which it is a party relating to the Gaming Agency's authorized activities;
- X. Develop, establish, and maintain a list of persons voluntarily and involuntarily excluded from Tribal gaming operations and/or from participating in gaming and enforce such exclusions;
- Y. Investigate possible violations of this Ordinance, IGRA, and any other applicable laws and regulations pertaining to the Nation's gaming activities, including rules and regulations issued or adopted thereunder, and take appropriate enforcement actions;
- Z. Ensure compliance with the Nation's internal control standards through oversight and enforcement;
- AA. Ensure that all Mobile Gaming systems, as applicable, are designed in a manner that requires players to verify their identity and physical location prior to game play;
- BB. Ensure implementation of appropriate data security standards for all computerized systems operated by the Gaming Operation, including any Mobile Gaming system, off-track parimutuel gaming system, or on-line gaming activities, as applicable;
- CC. Ensure the core components of a Mobile Gaming system, including the servers and databases running the games on the Mobile Gaming system and storing game and Mobile Gaming account information, are physically located on Indian Lands, and the integrity of the Mobile Gaming system and its core components are tested on an ongoing basis, as applicable;
- DD. Establish regulations, standards, and procedures for the licensing of Gaming Vendors and Gaming Financiers and the registration of all Non-Gaming Vendors and franchisees conducting business on the premises of a Nation Gaming Operation;
- EE. Independently select and retain legal counsel and other professional services providers, including, among others, audit and investigative services, to assist in any of the issues over which the Gaming Agency exercises jurisdiction;
- FF. Issue such orders and directives as may be necessary to ensure the Nation's compliance with all applicable laws and regulations, including, but not limited to, notices of violation, orders to



compel, orders to cease and desist, orders of admonishment, civil fine assessments, and orders to cure;

GG. Conduct hearings pertaining to all matters arising under this Ordinance, including without limitation, patron disputes, licensure matters, violations, sanctions, and penalties; and

HH. Carry out all duties and functions necessary to implement, carry-out, and enforce the provisions of this Ordinance, including, but not limited, to developing internal agency forms, schedules, guidance documents, policies, and procedures.

#### **Section 4.05 Regulations and Regulatory Authority**

A. The Gaming Agency will have the authority to develop and promulgate regulations and approve policies and procedures to carry out the provisions of this Ordinance, the provisions of any effective Tribal-State Gaming Compact, and other applicable laws and regulations pertaining to the conduct of gaming, including but not limited to those pertaining to the environment, public health, and safety; cyber-security; technical standards for gaming equipment and software; and licensing, including licensing of ancillary businesses as well as franchisees operating on the premises of Gaming Operations.

B. At a minimum, the Gaming Agency will provide drafts of its regulations to the Gaming Commission, the Tribal Council, and senior management of facility licensees in advance of finalization, and will upon request of a licensee, provide them with hard or electronic copies of its regulations or pertinent parts thereof. A copy of all adopted regulations will be maintained at the Nation's headquarters and the Offices of the Gaming Agency.

C. The Gaming Agency's regulatory authority shall extend to all persons conducting business with a Tribal gaming facility, licensees, employees, permittees, franchisees operating on the premises of a Tribal gaming facility, vendors, customers, patrons, visitors, guests, and those other persons or entities who otherwise consent to such jurisdiction and shall extend to all aspects of the Gaming Operation.

#### **Section 4.06 Prohibitions**

The Director of the Gaming Agency and Gaming Agency staff will not participate in any gaming activities at any gaming establishment under the Agency's authority or jurisdiction. Neither the Director nor staff will handle any matter in which an applicant or subject is a member of their immediate family or is an entity in which they or their immediate family have a pecuniary interest. Should the need for recusal arise for the Director, the Director will notify the Gaming Commissioner, who will appoint a temporary alternate to carry out their duties. Should a staff member be unable to work on a matter, the staff member will notify the Director, who will select another member of the staff to address the matter. For purposes of this Ordinance, immediate family shall include spouses, children, siblings, parents, and other persons with whom the Director or staff member has a close personal relationship.

## **CHAPTER 5 GAMING LICENSES**

### **Section 5.01 License Requirements**

- A. All employees of a Tribal gaming facility and all Gaming Vendors with access to gaming machines and/or secure, sensitive, or restricted areas of a Gaming Operation must apply for a license prior to the initiation of their activities. The term of licensure shall be two (2) years.
- B. All Key Employees and Primary Management Officials must apply for a gaming license prior to the initiation of the applicant's employment activities. Licenses issued hereunder to Primary Management Officials and Key Employees shall be issued according to requirements at least as stringent as those set forth at 25 C.F.R. §§ 556 and 558, and any amendments thereto.
- C. All Key Employees and Primary Management Officials of a Gaming Operation must have a gaming license issued by the Nation.
- D. The Koi Nation Gaming Agency is responsible for granting and issuing gaming licenses to Key Employees and Primary Management Officials.
- E. The Gaming Agency shall issue a separate license to each place, facility, or location on Indian Lands where gaming is conducted under this Gaming Ordinance. The term of licensure will not exceed five (5) years.
- F. Applicants for any gaming license or permit or any registrant must fully complete the pertinent application truthfully and honestly and provide the Gaming Agency all necessary documents and information to obtain a background investigation, as applicable, including any additional information that may be requested by the Gaming Agency.
- G. All licensees, permittees, and registrants have a continuing obligation to notify the Gaming Agency in the event of any change of circumstances causing any information on their application or registration to become obsolete, including but not limited to: a criminal charge, arrest, or conviction for any criminal wrongdoing, excluding minor traffic violations; the filing of a petition for bankruptcy; receipt of a federal, tribal, or state tax lien; a change of name, address, or other personal information; or entry of a civil judgment.
- H. All licenses issued under this Gaming Ordinance to individuals must be worn by the licensee in a conspicuous place while working in the Gaming Operation. All licenses issued under this Gaming Ordinance to a Gaming Operation shall be posted in a conspicuous place in the Gaming Facility for which it is issued.

## **Section 5.02 Licensing Fees**

The Gaming Agency shall develop a fee structure for license applications, background investigations, and the issuance and renewal of gaming licenses.

## **CHAPTER 6 BACKGROUND INVESTIGATIONS**

### **Section 6.01 Background Investigation**

- A. The Nation shall perform a background investigation for each Primary Management Official and for each Key Employee of the Gaming Enterprise sufficient to allow the Gaming Agency to make an eligibility determination under Section 6.03 of this Ordinance.
- B. A Primary Management Official or a Key Employee may be hired upon completion of the license application form and before a background investigation is completed. A Key Employee or Primary Management Official who does not have a license after ninety (90) days shall not be permitted to perform the duties, functions, and/or responsibilities of a Key Employee or Primary Management Official until so licensed.
- C. The Gaming Agency shall ensure that all records and information obtained as a result of a background investigation shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing process.
- D. The Gaming Agency is responsible for conducting the background investigations of Primary Management Officials and Key Employees. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigations.
- E. The Nation shall request fingerprints from each Primary Management Official and Key Employee. The Gaming Agency will be responsible for taking fingerprints for each applicant.
- F. The Gaming Agency will request the following information from each Primary Management Official and Key Employee:
  - 1. Full name, other names used (oral or written), social security number, birth date, place of birth, citizenship, gender, and all languages (spoken and/or written);
  - 2. Currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residential addresses, and driver's license numbers;
  - 3. The names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant during each period of residence listed in the application and in Section 6.01 (F)(2);
  - 4. Current business and residential telephone numbers and all cell phone numbers;

5. A description of any existing and previous business relationships with other Indian tribes, including ownership interests in those businesses;
  6. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
  7. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit to gaming, whether or not such license or permit was granted;
  8. For each felony for which there is an ongoing prosecution or a conviction, the charge; the name and address of the court involved; and the date of disposition, if any;
  9. For each misdemeanor conviction or ongoing 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 of disposition, if any;
  10. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and if not otherwise listed, the criminal charge, the name and address of the court involved; and the date of disposition, if any;
  11. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
  12. A current photograph;
  13. Fingerprints consistent with procedures adopted by the Gaming Agency according to 25 C.F.R. § 522.2 (h), which will be taken by the Gaming Agency in line with applicable Federal Bureau of Investigation standards and forwarded to the NIGC to be processed by the Federal Bureau of Investigation National Criminal Information Center; and
  14. Any other information that the Gaming Agency deems relevant.
- G. Upon an applicant's submission of a complete and signed application, the Gaming Agency will conduct an investigation sufficient to make an eligibility determination under Section 6.03 of this Ordinance.
- H. In conducting a background investigation, the Gaming Agency will interview the applicant and not less than three people with knowledge of the applicant, such as previous employers, personal references, and any other person(s) who may provide the Gaming Agency with an informed basis for making its eligibility determination. The Gaming Agency will keep confidential the identity of each person interviewed in the course of the investigation.
- I. When the Nation licenses a Primary Management Official or Key Employee, the Nation will maintain the information required under 25 C.F.R. § 556.4 (a)(1) - (a)(14).

## **Section 6.02 License Application Forms**

- A. Privacy Act Notice. The following notice shall be placed on the license application form for a Primary Management Official or a Key Employee before such form is completed by the applicant:

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 Koi Nation Gaming Agency and 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 necessary 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 investigation 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.

- B. Notice Regarding False Statements. The following notice shall be placed on the license application form for a Primary Management Official or a Key Employee before such form is completed by the applicant:

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

## **Section 6.03 Suitability/Eligibility Determination**

- A. Before a license is issued to a Primary Management Official or Key Employee, the Gaming Agency shall make a finding concerning the eligibility of that person for receiving a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits, and associations.
- B. The Gaming Agency will ensure that any person involved in the conduct of gaming is a person of good character, honesty, and integrity.
- C. If the Gaming Agency, in applying the standards adopted in this Ordinance, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods and/or

activities in the conduct of gaming, the Gaming Agency shall not license that person in a Key Employee or Primary Management Official position.

- D. Copies of the eligibility determination shall be included with the notice of results that must be submitted to the NIGC before the licensing of a Primary Management Official or Key Employee.

#### **Section 6.04 Notice of Results**

- A. Before issuing a license to a Primary Management Official or Key Employee, the Gaming Agency shall prepare a notice of results of the applicant's background investigation to submit to the NIGC.
- B. The notice of results must be submitted to the NIGC no later than sixty (60) days after the applicant begins working for the Nation.
- C. The Notice of Results must include the following information:
  - 1. The applicant's name, date of birth, and social security number;
  - 2. The date on which the applicant began, or will begin, working as a Primary Management Official or Key Employee;
  - 3. A summary of the information presented in the investigative report, including:
    - i. Licenses that have previously been denied;
    - ii. Gaming licenses that have been revoked, even if subsequently reinstated;
    - iii. Every known criminal charge brought against the applicant within the last ten (10) years of the date of the application; and
    - iv. Every felony offense of which the applicant has been convicted or any ongoing prosecution; and
  - 4. A copy of the eligibility determination made in accordance with Section 6.03.

#### **Section 6.05 Documentation**

- A. Documentation. The Gaming Agency shall document the results of the background investigation, including all potential problem areas and any disqualifying information, provided that such documentation is handled and retained pursuant to all applicable federal law and regulation and relevant Federal Bureau of Investigation security policy regarding criminal justice information and criminal history record information.

- B. Investigative Report. The Gaming Agency will create and maintain an investigative report for each background investigation of a Primary Management Official or Key Employee. Investigative reports shall include the following:
1. Steps taken in conducting the background investigation;
  2. Results obtained;
  3. Conclusions reached; and
  4. The basis for those conclusions.
- C. Retention. The Gaming Agency shall retain the following documentation for no less than three (3) years from the date a Primary Management Official or Key Employee is terminated from employment:
1. The information listed under 25 C.F.R. § 556.4 (a)(1) - (a)(14);
  2. Investigative Reports, as defined in 25 C.F.R. § 556.6 (b);
  3. Eligibility Determinations, as defined in 25 C.F.R. § 556.5;
  4. Privacy Act Notice, as defined in 25 C.F.R. § 556.2; and
  5. False Statement Notice, as defined in 25 C.F.R. § 556.3.

#### **Section 6.06 Granting a Gaming License**

- A. The Gaming Agency may license a Primary Management Official or Key Employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC as required by Section 6.04.
- B. The Gaming Agency shall notify the NIGC of the issuance of a license to a Primary Management Official or Key Employee within thirty (30) days of issuance.
- C. The Gaming Agency must reconsider a license application for a Primary Management Official or Key Employee if it receives a statement of itemized objections to issuing such a license from the NIGC and those objections are received within thirty (30) days of the NIGC receiving a notice of results of the applicant's background investigation.
- D. The Gaming Agency shall take the NIGC's objections into account when reconsidering a license application.
- E. The Nation will make the final decision as to whether to issue a license to an applicant for a Primary Management Official or Key Employee position.

## **Section 6.07 Denying a Gaming License**

- A. The Gaming Agency will not license a Primary Management Official or Key Employee if an authorized Gaming Agency official determines, in applying the standards in Section 6.03 for making a license eligibility determination, that licensing the person:
  - 1. Poses a threat to the public interest;
  - 2. Poses a threat to the effective regulation of gaming; or
  - 3. Creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and/or activities in the conduct of gaming.
  
- B. If the Gaming Agency does not license an applicant for a Primary Management Official or Key Employee position, the Gaming Agency shall:
  - 1. Notify the NIGC; and
  - 2. Forward copies of its eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Records System.
  
- C. If the Gaming Agency revokes a Key Employee or Primary Management Official's license, the Gaming Agency shall:
  - 1. Notify the NIGC; and
  - 2. Forward copies of its license revocation decision to the NIGC for inclusion in the Indian Gaming Individuals Record System.

## **Section 6.08 Gaming License Suspensions and Revocations**

- A. Gaming License is a Privilege. No applicant or licensee has an absolute right to a gaming license. A gaming license is a revocable privilege, and no holder acquires any vested rights therein or thereunder.
  
- B. NIGC Notice of Ineligibility After License Issued. If, after the issuance of a license to a Primary Management Official or a Key Employee pursuant to 25 C.F.R. § 558.3, the Nation receives notice from the NIGC that a Primary Management Official or a Key Employee is not eligible for a license, the Gaming Agency shall:
  - 1. Immediately suspend the license;
  - 2. Provide the licensee with written notice of the suspension and the proposed revocation; and



3. Provide the licensee with notice of a time and a place for a hearing on the proposed revocation of the license.

C. **Revocation Hearing.** If the Nation has issued a license before receiving the NIGC's statement of objections, notice and hearing shall be provided to the licensee as provided by 25 C.F.R. § 558.4. Pursuant to 25 C.F.R. § 558.4 (d), the right to a revocation hearing shall vest upon receipt of a license or at such earlier time as is determined by Tribal law, regulation, and/or policy. After a revocation hearing, the Gaming Agency shall decide whether to revoke or reinstate the license at issue. The Gaming Agency shall notify the NIGC of its decision to revoke or reinstate a license within forty-five (45) days of receiving notification from the NIGC that a Primary Management Official or Key Employee is not eligible for employment.

## **CHAPTER 7 GAMING VENDOR LICENSING**

### **Section 7.01 Licensing Requirements and Deadlines**

Before a Gaming Vendor may contract or enter into any business arrangement with a Tribal Gaming Operation, a completed application for a license will be provided to the Gaming Agency by the applicant, which application will contain all the information required under this Chapter. The Gaming Agency will conduct or cause to be conducted the background investigation and make the suitability determination outlined in this Chapter to determine whether or not to grant the license. The Gaming Agency will further ensure that any additional requirements in relation to Gaming Vendors as are set forth in the Compact shall be carried out.

### **Section 7.02 License Applications for Gaming Vendors**

Applications for a Gaming Vendor license must include the following:

- A. Name of business, business address, business phone, federal tax ID number (or SSN if a sole proprietorship), main office address if different from business address, any other names under which the applicant has done business, and type of service applicant will provide;
- B. Whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity;
- C. If the applicant is a corporation, the state of incorporation, and, if the state of incorporation is any state other than the State of California, the qualification to do business in the State of California;
- D. Trade name, other names ever used, names of any wholly owned subsidiaries or other businesses owned by the Gaming Vendor or its Principals;
- E. General description of the business and 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 Gaming Vendor has an existing or previous business relationship, including ownership, financial, or management interests in non-gaming activities;
- I. Names, addresses, and phone numbers of three business references with whom the company had 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. If the business has ever had a license revoked for any reason, the circumstances involved;
- L. A list of lawsuits to which the business had 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' funding sources and any liabilities of \$50,000 or more;
- N. A list of the Principals of the business, their social security numbers, addresses, and telephone numbers, titles, and percentage of ownership in the company; and
- O. Any further information the Gaming Agency deems relevant.

### **Section 7.03 Background Investigations for Gaming Vendors**

The Gaming Agency will conduct or cause to be conducted a background investigation for each prospective Gaming Vendor requiring a license. The background investigation must include all the following actions:

- A. Verifying the applicant's identity and the information submitted by the applicant on the license application;
- B. Verifying the vendor's business' incorporation status and qualification(s) to do business in California;
- C. Obtaining a business credit report, if available, and conducting a Better Business Bureau check on the vendor;
- D. Conducting a check of the vendor's business' credit history; and
- E. Investigating the Principals of the vendor's business, including facilitating a criminal history check, obtaining criminal history check results, obtaining a credit report, and interviewing the personal references listed.

## **Section 7.04 Suitability Determination**

The Gaming Agency may deny the Gaming Vendor applicant a license if the Gaming Agency concludes the applicant:

- A. Is not sufficiently stable and capitalized;
- B. Is owned, operated, or managed by persons who fail to meet the suitability standards in this Ordinance;
- C. Has a history of performance failure or contentious business relationships; or
- D. Would pose a threat to the integrity of gaming.

## **CHAPTER 8 FACILITY LICENSES**

### **Section 8.01 Facility Licensing Criteria**

- A. A place, facility, or location shall only be eligible for and issued a Facility License if the following criteria are met:
  - 1. Documentation is provided demonstrating that the facility is located, or will be located if it is to be constructed, on the Nation's Indian Lands;
  - 2. The proposed Gaming activities to be conducted are Class II or Class III Gaming as defined by this Ordinance and the IGRA and, if Class III Gaming, are authorized by a Tribal-State Gaming Compact;
  - 3. The Nation will have the sole proprietary interest in and the exclusive responsibility for the conduct of the proposed Gaming activities;
  - 4. The facility is of sound physical structure with adequate, safe, and operational plumbing, electrical, heating, cooling, and ventilation systems in place;
  - 5. Documentation is provided describing the premises and the name and address at which gaming will be conducted;
  - 6. The facility has been inspected and approved for safety by a qualified building and fire inspector approved by the Gaming Agency;
  - 7. The facility is equipped with security and surveillance equipment meeting or exceeding provisions set forth in applicable minimum internal control standards;
  - 8. The facility has prepared, and the facility is subject to, an emergency preparedness plan approved by the Gaming Agency;

9. The facility is adequate in all respects to accommodate and physically secure the Nation's property and financial assets and to protect the environment and the health and safety of the public;
10. The Gaming Operation has submitted all documentation required by applicable regulations of the NIGC for a new facility or renewal license; and
11. The Gaming Operation has provided such other information as the Gaming Agency may require by regulation.

### **Section 8.02 License Nontransferable**

If a Gaming Operation elects to move to a different location and operate under the same trade name, such action will nonetheless be deemed to require the issuance of a new facility license for purposes of this Ordinance, and the Gaming Agency will issue a new license in accordance with this Chapter.

### **Section 8.03 Notices**

The Gaming Agency will submit to the NIGC a notice that a facility license is under consideration for issuance at least one hundred twenty (120) days before opening any new place, facility, or location on Indian Lands where Class II or III gaming will occur. The Notice will include:

- A. A legal description of the property;
- B. The tract number for the property as assigned by the Bureau of Indian Affairs, Land Title and Records Offices, if any;
- C. If not maintained by the Bureau of Indian Affairs, Department of the Interior, a copy of the trust or other deed(s) to the property or an explanation as to why such documentation does not exist; and
- D. If not maintained by the Bureau of Indian Affairs, Department of the Interior, documentation of property ownership.

## **CHAPTER 9 REGISTRATION FOR NON-GAMING VENDORS**

### **Section 9.01 Authority**

The Tribal Gaming Agency shall create and issue regulations implementing a registration process for Non-Gaming Vendors.

## **Section 9.02 Registration Required**

All Non-Gaming Vendors providing services or goods to a Tribal Gaming Operation, other than as exempt under this Ordinance or by virtue of Tribal regulations, will be subject to a requirement to register with the Gaming Agency and provide such information to the Gaming Agency as it may require prior to contracting with or providing goods and/or services to a Gaming Operation. Except as otherwise provided in this Ordinance, all Non-Gaming Vendors must appear on the Registration List maintained by the Gaming Agency to do business with a Nation Gaming Operation.

## **Section 9.03 Registration Application**

At a minimum, the application for registration will include:

A. For persons:

1. Full name;
2. Social security number;
3. Address;
4. Date and place of birth;
5. Citizenship;
6. Gender;
7. The location of the gaming facility for which the registration is sought;
8. Employer; and
9. Such other information as the Gaming Agency may require.

B. For business entities:

1. The name of the business;
2. The purpose of the business;
3. The goods or services to be provided to the Gaming Operation;
4. Current business address and telephone numbers; and
5. Such other information as the Gaming Agency may require.

## **Section 9.04 Exemptions**

The Gaming Commission may, by regulation, exempt certain Non-Gaming Vendors from registration due to the unique nature of the goods, supplies, or services provided, or due to the highly attenuated nature of the transaction, such as individuals or entities who/that:

- A. Provide unique goods, supplies, or services on a one-time, occasional, infrequent, or irregular basis;
- B. Do not require access to the secured or controlled areas of the gaming facility;
- C. Have no continuing or ongoing contractual relationship with the Gaming Enterprise;
- D. Are used in the course of business travel;
- E. Constitute governmental or quasi-governmental components of a Tribal, local, state, or federal government;
- F. Are licensed or regulated or certified by a state or federal agency or the industry or the Nation and are providing professional services within the scope of such license or certification, such as attorneys, architects, and accountants; or
- G. Provide utilities or similar services essential to the conduct of business.

## **CHAPTER 10 PERMITS**

### **Section 10.01 Work Permits**

The Gaming Agency, by regulation, may establish permitting requirements for other categories of workers and employees of a Gaming Operation, including employees of any related business activities or enterprises, such as, for example, retail facilities, hotels, and restaurants, who do not constitute Key Employees or Primary Management Officials provided that:

- A. The standard for a work permit will be whether the employment of the permit applicant in the position or class of positions for which the permit is requested would pose a threat to the public interest, the interests of the Nation, or the effective regulation of Gaming, or would create or enhance the danger of unsuitable, unfair, or illegal practices and methods and activities within the Gaming Operation;
- B. If, by regulation, permit applicants are subject to a simpler due diligence check rather than a full background investigation, at its discretion, the Gaming Agency may further investigate permit applicants when appropriate and may require or conduct a full background check if it determines that circumstances either of the person or of the position applied for warrant such action;

- C. If the Gaming Agency determines that employment of the applicant in the position or class of positions for which the permit is requested would not be inconsistent with the suitability standard, the purpose of this Ordinance, the public interest, or interests of the Nation, then the work permit will be issued;
- D. If the Gaming Agency determines that such employment would be inconsistent with the suitability standard, the purpose of this Ordinance, the Nation's interests, or the public interest, then that person will not be issued a work permit and will not be employed at any Gaming Operation within the jurisdiction of the Nation in such position or class of positions; and
- E. Work permits may be suspended or revoked in the same manner as licenses for Key Employees and Primary Management Officials, and permittees are subject to the authority of the Gaming agency and its procedures and processes as authorized under this Ordinance.

## **CHAPTER 11 VIOLATIONS**

### **Section 11.01 License**

No person will operate or conduct any gaming activity in a Gaming Operation within the exterior boundaries of the Nation's Indian Lands without a gaming license issued by the Gaming Agency as required by this Ordinance.

### **Section 11.02 Falsifying or Omitting Information**

No licensee or applicant will provide false information to the Director, the Nation, or any of its governmental agencies in connection with any document, investigation, or proceeding under this Ordinance.

### **Section 11.03 Accounting and Inspection**

- A. No executive, manager, or Management Contractor will fail to account fully for all monies received or collected in connection with gaming activities, nor omit the filing of any report required under a Management Contract, the laws or regulations of the Nation, or pursuant to an order, request, or command of the Gaming Agency.
- B. In compliance with 25 C.F.R. § 571.5 or § 571.6, a Gaming Operation will not refuse to allow an authorized representative of the NIGC or an authorized official from the Gaming Agency or the Gaming Commission to enter and inspect a Gaming Operation.

### **Section 11.04 Age Limit**

- A. No person under twenty-one (21) will be permitted to participate in any gaming activity.

B. The Gaming Agency will have the discretion to alter the age limit as necessary in the Gaming Regulations and internal controls, provided that such an age limit is permitted by applicable law and Compact.

C. No person will assist or allow anyone underage to participate in any gaming activity.

### **Section 11.05 Cheating**

No person will engage in cheating in any gaming activity.

### **Section 11.06 Possession of a Firearm**

No person other than security personnel or a law enforcement officer licensed to carry a firearm may enter or remain in a gaming facility under this Ordinance while in the possession of a firearm or other weapon. For purposes of this section, the term “firearm” includes air guns that are capable of discharging projectiles or gases, including but not limited to “B.B.’s” or CO2 or paint guns, rifles, shotguns, pistols, or revolvers.

### **Section 11.07 Violation of any Provision, Rule, Regulation, or Order**

A. No person will violate any provision of this Ordinance or any rule, regulation, order, directive, or demand that the Gaming Commission or Gaming Agency may promulgate or issue.

B. No person will refuse to comply with any lawful order, directive, or command of the Gaming Commission or the Gaming Agency.

C. No person will take any action that interferes with, impedes, or prevents the Gaming Commission or the Gaming Agency from fulfilling their duties and responsibilities under this Ordinance.

D. No person will handle cash or cash equivalents in a manner inconsistent with the Nation’s regulations or internal controls.

E. Any person who is in privity with a person who violates this law shall be deemed to be in violation of this law to the same extent as the violator and will be treated accordingly.

### **Section 11.08 Facility Compliance with Ordinance.**

The management of each gaming facility is responsible for ensuring that all Primary Management Officials and Key Employees assisting in the operation of any gaming activity comply with this Ordinance. Management is also responsible for ensuring that all games are properly classified and licensed or authorized in accordance with this Ordinance. A violation by any such officials or employees will be deemed a violation by management and may subject management to sanctions.



## **Section 11.09 Fraudulent Scheme or Technique**

No person playing in or conducting, as applicable, any gaming activity authorized under this Ordinance will:

- A. Use bogus or counterfeit cards or substitutes or use any game cards that have been tampered with;
- B. Use a machine or software to automate the next player action at any point during a Mobile game, as applicable;
- C. Employ or have on one's person any cheating device to facilitate cheating in any gaming activity;
- D. Use any fraudulent scheme or technique, including when an operator or player of games of charitable gaming tickets directly or indirectly solicits, provides, or receives inside information on the status of game for the benefit of either person;
- E. Sell, hold out for sale, or transport into or out of the jurisdiction of the Nation any illegal Gaming equipment, device, apparatus, or material;
- F. Operate, use, or make available to the public any illegal gaming equipment, device, apparatus, material, or equipment;
- G. Using any device, apparatus, or contraption to determine or alter the outcome of play or change the odds of any game, including any calculator, computer, or other electronic or mechanical device to assist in projecting the outcome or odds of such gaming, to keep track of or analyze cards, or to change probabilities of any game or the playing strategies regularly utilized in such gaming;
- H. Place unlicensed or unauthorized gaming equipment on the gaming floor and permit its play;
- I. Place or increase a Bet or Wager after acquiring knowledge of the outcome of the gaming or event that is the subject of the Bet or Wager;
- J. Reduce the amount Wagered or cancel a Wager after acquiring knowledge of the outcome of the game or other event that is the subject of the Bet or Wager;
- K. Manipulate any game, gaming equipment, or activity, or any component or part thereof, in a manner contrary to the designed and normal operational purpose to affect the outcome of the game or activity;
- L. Tamper with any gaming equipment or device, or utilize bogus, counterfeit, or altered chips, cards, dice, tickets, tokens, or other instruments of payment or play to manipulate the outcome or the payoff of the Gaming equipment or device or the game; or

M. Knowingly cause, aid, abet, or conspire with another person or any person to violate any provision of this Ordinance or any rule or regulation adopted under this Ordinance.

### **Section 11.10 Failure to Maintain Suitability**

It will be a substantial violation for any licensee to fail or cease to meet the suitability standards established by this Ordinance.

### **Section 11.11 Property Damage or Theft**

No person will steal or damage or attempt to steal or damage either intentionally or negligently any property, gaming device or equipment, or any article belonging to the Nation, a patron, or an employee, including funds or other items of value from any Nation gaming facility.

### **Section 11.12 Fraudulent Conduct**

It will be a substantial violation of this Ordinance for any person or entity to engage in any fraudulent conduct, which will include:

- A. Defrauding the Nation, any licensee, or any participant in any gaming activity or promotion;
- B. Providing information that is known or should have been known to be false or making false statements with respect to an application for employment or for any license or registration;
- C. Claiming, collecting, or taking, or attempting to claim, collect, or take, money or anything of value in or from a game/gaming facility with intent to defraud or claiming, collecting, or taking an amount greater than the amount actually won in such game;
- D. Providing information that is known or should have been known to be false or misleading or making any false or misleading statement to the Nation, the Gaming Commission, the Gaming Agency or other civil or criminal enforcement agency of the Nation with any contract for services or property related to gaming;
- E. Entering into any contract, or making payment on any contract for the delivery of goods or services to the Gaming Operation without appropriate authorization;
- F. Concealing, altering, defacing, removing, or destroying any records, documents, information, or materials of any kind, including but not limited to, photographs, audio recordings, or video tapes;
- G. Falsifying, destroying, erasing, wrongfully altering, or failing to produce any books, data, records, or other information relating to the Gaming Enterprise required to be produced under applicable laws, regulations, or internal controls;

- H. Failing to keep sufficient books and records to substantiate receipts, disbursements, and expenses incurred or paid from any gaming activity;
- I. Altering or counterfeiting a gaming or vendor license;
- J. Converting for personal enrichment any assets or property of the Gaming Enterprise, or diverting gaming revenues for any unlawful or unauthorized purpose;
- K. Offering or attempting to offer anything of value, to a licensee or permittee in an act that is an attempt to induce, or may be perceived as an attempt to induce, the licensee or permittee to act or refrain from acting in a manner contrary to the official duties of the licensee or permittee under Tribal law; and
- L. Acceptance by a licensee or permittee of anything of value with the expectation that the receipt of such thing of value is intended, or may be perceived as intended, to induce the licensee or permittee to act or refrain from acting, in a manner contrary to the official duties of the licensee or permittee under Tribal law.

### **Section 11.13 Exclusions**

It shall be a substantial violation of this Ordinance for any person excluded from participating in gaming or from the Nation's Gaming Operations to violate the terms of the applicable exclusion and for any person who has been appropriately advised to leave a gaming facility by a member of management, the security department, or the Gaming Agency to fail to comply with such a request.

### **Section 11.14 Discretion of Gaming Agency**

Any person found to be in violation of any of the foregoing by the Gaming Agency may be permanently or temporarily excluded from the gaming facility, permanently or temporarily prohibited from participating in gaming, or subject to such sanction as may be imposed by the Gaming Agency, as appropriate. The Gaming Agency will have the discretion to bring an enforcement action against any person or entity whose actions or inactions present an actual or imminent threat or danger to the public health and safety of the facility or its patrons or to the integrity of gaming, and to investigate suspicion of wrongdoing associated with any gaming activity. Actions taken by the Gaming Agency under this provision will always be reasonable and prudent, and the specific grounds for all such actions must be documented.

## **CHAPTER 12 PATRON DISPUTE RESOLUTION**

### **Section 12.01 Prize Claims.**

- A. In the event of a dispute between a patron and the Gaming Operation regarding the payment of a Wager or distribution of winnings, the patron may make a claim against the Gaming

Operation by filing a written prize claim notice with the Gaming Operation within forty-eight (48) hours of the event that is the basis of the prize claim.

- B. The written notice of the prize claim will state, at a minimum, the following information:
  - 1. Time;
  - 2. Date;
  - 3. Place;
  - 4. Circumstances of the claim;
  - 5. Identity of the affected and/or witnessing licensees or employees, if known;
  - 6. Amount of compensation or other relief demanded; and
  - 7. The name, address, and telephone number of the claimant.
- C. Failure to file the prize claim during such 48-hour period will forever bar such prize claim.
- D. The Gaming Agency will promptly review, investigate, and make a determination regarding the prize claim. Any portion of the prize claim that remains unresolved after thirty (30) days from the date of filing will be deemed denied if the Gaming Agency fails to notify the claimant in writing of its approval within such 30-day period.
- E. The maximum amount payable for any prize claim will be the amount of the prize that the claimant establishes they were entitled to be awarded.
- F. Notices explaining the prize claim procedure will be prominently posted in all gaming facilities, and pamphlets describing the same will be made available to patrons of the gaming facility upon request.

### **Section 12.02 Tort Claims**

- A. Any patron having a claim against the Gaming Operation for personal injury or property damage must first file a tort claim notice with the Gaming Operation within ninety (90) days of the date of the alleged injury or damage.
- B. Failure to file the prize claim during such 90-day period will forever bar such tort claim.
- C. The tort claim notice must state the following:
  - 1. Time;
  - 2. Date;
  - 3. Place;
  - 4. Circumstances of the claim;

5. Identity of the affected and/or witnessing licensees or employees, if known;
  6. Amount of compensation or other relief demanded;
  7. The name, address, and telephone number of the claimant; and
  8. The name, address, and telephone number of the claimant.
- D. The Gaming Agency will promptly review, investigate, and make a determination on the tort claim within thirty (30) calendar days of receiving the completed tort claim notice. Failure to notify the claimant of a decision within the specified 30-day period shall be deemed a denial of the claim.
- E. The maximum amount of damages payable for any tort claim for personal injury or property damage shall be limited to the amount of liability insurance coverage maintained by the Gaming Operation, which shall, at a minimum, be consistent with any applicable requirements of the Compact.
- F. Pamphlets describing tort claim procedures will be made available to patrons of the gaming facility upon request.

## **CHAPTER 13 ENFORCEMENT AND APPEALS**

### **Section 13.01 Enforcement Authority**

The Gaming Agency may take any or a combination of the following actions with respect to any person or entity who violates any provision of this Ordinance:

- A. Impose a civil fine not to exceed five thousand dollars (\$5,000.00) for each violation, and if such violation is or was continuous, for each day of such violation;
- B. Suspend, deny, condition, or revoke any license or permit issued pursuant to this Ordinance, including any machine, vendor, or employee, licenses or permits, provided that such sanction will be commensurate with the seriousness of the violation;
- C. Permanently or temporarily remove a Non-Gaming Vendor from the registry, provided that such sanction will be commensurate with the seriousness of the violation; or
- D. Temporarily or permanently exclude, bar, or deny admission from or to any Tribally owned gaming facility or from participation in gaming activities, provided that the sanction will be commensurate with the seriousness of the violation.

### **Section 13.02 Preliminary Determination**

Whenever, upon preliminary factual finding, the Gaming Agency determines that any person or entity has failed to comply with the provisions of this Ordinance or any regulations, policies, or

procedures promulgated hereunder, the Gaming Agency will provide written notice to the affected person or entity explaining the alleged violation, the proposed action or sanction, and the steps needed for cure, if any. Such notice may be delivered in person or by letter to the affected party's last known address and will describe the procedures to be followed for reconsideration and appeal. Within thirty (30) days of receipt of the written notice, the Gaming Agency will hold a hearing, if necessary. The hearing date may be held more than thirty (30) days after receipt of the written notice for good cause. The subject will have the opportunity to be heard and present evidence.

### **Section 13.03 Hearing**

- A. At the hearing, it will be the obligation of the subject to show cause why the preliminary determination is incorrect, why the application or license in question should not be revoked or suspended, why the period of suspension should not be extended, why special conditions or limitations upon a license should not be imposed, why a civil fine should not be assessed, or why any other action regarding the subject to the action should not be taken.
- B. The Gaming Agency will establish regulations governing the conduct of hearings in the first instance.
- C. Hearings may be conducted informally, provided that:
  - 1. The Director or a designee will be present and preside over the hearing;
  - 2. The subject will be accorded the opportunity to be physically present at the hearing and, if so desired, accompanied by legal counsel at the subject's own expense;
  - 3. The requestor will be permitted to present testimony and relevant evidence;
  - 4. The hearing will be conducted efficiently and in accordance with principles of fundamental fairness and due process of law;
  - 5. A record of the proceeding is kept, including at a minimum the date and time of the hearing, the names of all people present, and a summary description of the content of the proceeding. An audio or video recording of the proceeding will be sufficient to meet this recording requirement; and
  - 6. The Director will keep a copy of any documents submitted by the respondent as part of the administrative record.

### **Section 13.04 Final Determination**

Following such hearing, if any, the Gaming Agency will, within thirty (30) days, reach a final determination concerning the preliminary factual finding and whether the license in question should be granted, continued, suspended, revoked, conditioned, or limited, and whether or not any other actions, including but not limited to forfeitures or fines, should be taken. The Director will

issue a written decision specifying the reasons for the decision, which will be delivered to the respondent by certified mail, return receipt requested.

### **Section 13.05 Request for Reconsideration**

- A. Any person or entity aggrieved by a decision or action taken by the Gaming Agency may request reconsideration by the Director in writing not later than thirty (30) days after receiving the Gaming Agency's decision. Failure to timely file such a request constitutes a waiver of any further remedies.
- B. The Gaming Agency will establish regulations governing the conduct of hearings to be provided to claimants who timely file a request for reconsideration.
- C. Hearings for reconsideration may be conducted informally, provided that:
  - 1. The Director or a designee will be present and preside over the hearing;
  - 2. The requestor will be accorded the opportunity to be physically present at the hearing and, if so desired, accompanied by legal counsel at the requestor's own expense;
  - 3. The requestor will be permitted to present testimony and other relevant evidence, provided that it is not unduly redundant;
  - 4. The hearing will be conducted efficiently and in accordance with principles of fundamental fairness and due process of law;
  - 5. A record of the proceeding is kept, including at a minimum the date and time of the hearing, the names of all people present, and a summary description of the content of the proceeding. An audio or video recording of the proceeding will be sufficient to meet this recording requirement; and
  - 6. The Director will keep a copy of any documents submitted by the respondent as part of the administrative record.
- D. Any person or entity having sought a request for reconsideration who fails to appear on the date and time set for hearing will be deemed to have abandoned any and all objections to the Gaming Agency's action(s) or decision(s) and will have no further right of appeal, except that upon a showing of good cause for such failure to appear, the Director may, in their sole discretion, grant a new hearing date, if a request for such relief in the view of the Director is made timely under the circumstances.
- E. The Director will, within thirty (30) days of the hearing date, issue a written decision specifying the reasons for the decision, which will be delivered to the requestor by certified mail, return receipt requested. The Director's final decision after reconsideration will be made a permanent part of the administrative record.

### **Section 13.06 Appeal to the Gaming Commission**

- A. Any person or entity aggrieved by a final decision of the Director upon reconsideration may appeal to the Gaming Commission for a hearing. The Gaming Commission will establish procedures governing the conduct of appeals hearings.
- B. The petition for appeal must be filed within thirty (30) calendar days from the date that the notice of the Gaming Agency’s final decision upon reconsideration was delivered. The petition must set forth the reasons for the grievance and be accompanied by a non-refundable filing fee of one hundred dollars (\$100) made payable to the Gaming Agency. The filing fee may be waived by the Gaming Agency upon a showing of hardship.
- C. Following the hearing, the Gaming Commission may affirm, modify, reverse, and/or vacate the Gaming Agency’s decision. Gaming Commission decisions will be issued in writing and will specify the reasons for the decision. Decisions will be delivered to the requestor by certified mail, return receipt requested and shall be final and non-appealable.

### **Section 13.07 Notice to the NIGC**

Upon a final decision of revocation of a gaming license or a decision to reinstate a gaming license, the decision maker will notify the NIGC of its decision pursuant to the terms of this Ordinance.

## **CHAPTER 14 COMPLIANCE**

### **Section 14.01 Compliance with Environmental Obligations**

- A. The Koi Nation hereby imposes upon itself a legal obligation to comply with all Applicable Mitigations set forth in the Bureau of Indian Affairs’ decision documents associated with the Trust Acquisition on behalf of the Nation of a parcel located in unincorporated Sonoma County, California totaling 68.6 acres (the “Proposed Parcel”).
- B. In the event an affected state or local governmental entity with an interest in the Applicable Mitigations files a complaint with the NIGC alleging that the Nation has not complied with the Applicable Mitigations in accordance with this Chapter 14 of the Gaming Ordinance, upon notice from the NIGC that such a complaint has been made, the Nation will submit to the NIGC’s review and enforcement authority as set forth in 25 C.F.R. 573.1, as authorized in 25 U.S.C. 2713, as well as the lead or cooperating federal agency’s authority under 40 C.F.R. 1505.3(c) to monitor Applicable Mitigations for compliance with the Management FONSI.
- C. Upon receipt of notice from the NIGC that an affected state or local governmental entity with an interest in the Applicable Mitigations has filed a complaint alleging that the Koi Nation is not in compliance with its legal obligations under this Chapter 14, the Nation must investigate the matter and respond to the NIGC within forty-five (45) days, with



an explanation that either disproves the allegations of wrongdoing, or clearly states the method and timeframe for remedying or curing the alleged violation. Thereafter, the Nation must await the NIGC's determination as to whether the Nation is not in compliance with this Chapter 14.

- D. If any other lead or cooperating federal agency notifies the Nation that it is in receipt of a complaint from an affected state or local governmental entity with an interest in the Applicable Mitigations, alleging that the Nation is not in compliance with this Chapter 14, such lead or cooperating federal agency may refer the matter to the NIGC for enforcement of this Chapter 14.

### **Section 14.02 Expiration or Termination of this Chapter**

At such time as the Tribal Council, with the concurrence of the lead or cooperating federal agency, as appropriate, determines that the Applicable Mitigations have been fully implemented or that no further Applicable Mitigations can be implemented under the circumstances of the Proposed Parcel, this Chapter 14 shall be deemed a nullity and shall be of no further force or effect. Such a determination shall be made in writing and will become a part of the permanent record relating to the Nation's Trust Acquisition and development of the Proposed Parcel.

## **CHAPTER 15 RECORDS**

### **Section 15.01 Keep and Maintain**

Each Gaming Operation will keep and maintain sufficient books and records to substantiate the receipts, expenses, and uses of revenues relating to the conduct of gaming activities authorized under a license. Session summary sheets, operational budgets and projections, and records related to promotions, tour/bus attendance, and compensation will be included in activity records.

### **Section 15.02 Statement of Gross Revenues and Net Revenues**

No later than the fifteenth (15<sup>th</sup>) day of each month, the Gaming Operation will provide, in a report form prescribed by the Gaming Agency, a statement of gross revenues and Net Revenues received or collected at each gaming facility during the immediately preceding period.

### **Section 15.03 Falsification**

No licensee will falsify any books or records relating to any transaction connected with the conduct of gaming activities authorized under this Ordinance.

### **Section 15.04 Inspections**

All books and records of each Gaming Operation relating to licensed gaming activities will be subject to inspection, examination, photocopy, and auditing by the Gaming Commissioner and the Gaming Agency or a person designated thereby at any time during reasonable hours.

**Section 15.05 Insurance Policies**

A copy of all insurance policies covering each Gaming Operation, or any part thereof, will be filed with the Gaming Agency.

**CHAPTERS 16 – 25  
RESERVED**

## CERTIFICATION

The undersigned, the duly elected Secretary of the Koi Nation of Northern California, does hereby certify that the foregoing Koi Nation of Northern California Gaming Ordinance was adopted via Tribal Council Resolution No. 24.08.16 on August 16, 2024 at a duly called meeting of the Tribal Council of the Koi Nation held on August 16, 2024 at which a quorum was present, by a vote of 3 ayes, 0 noes, and 0 abstentions, and such Ordinance has not been rescinded or amended in any way.

Dated: August 16, 2024

  
\_\_\_\_\_  
Judith Fast Horse – Secretary