



**SHINGLE SPRINGS BAND OF MIWOK INDIANS**

Shingle Springs Rancheria, (Verona) Tract, California  
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P.O. Box 1340, Shingle Springs CA 95682  
(530) 676-8010 Office; (530) 676-8033 Fax

**RESOLUTION 2016-66**

**SUBJECT: APPROVAL OF BUSINESS CODE.**

**WHEREAS**, the Shingle Springs Band of Miwok Indians (the "Tribe") is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

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

**WHEREAS**, the Tribal Council desires to establish a procedure by which businesses may be licensed to operate within the boundaries of the Shingle Springs Rancheria; and

**WHEREAS**, the Tribal Council also desires to adopt a code for the purpose of compiling all of the ordinances related to the business of the Tribe and business activities on the Shingle Springs Rancheria; and

**WHEREAS**, the Tribal Council has reviewed the attached Business Code, and has determined that it is consistent with the Tribe's goals in the operation of the Tribe.

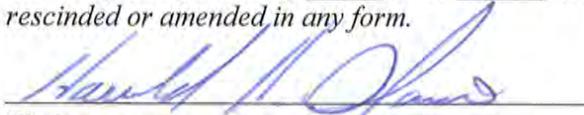
**NOW THEREFORE, BE IT RESOLVED** that the Tribal Council hereby enacts and adopts the Business Code, as an ordinance of the Tribe, and authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations there under.

**BE IT FURTHER RESOLVED**, that this Business Code supersedes and replaces all previous ordinances or resolutions in conflict with this one; and

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

**CERTIFICATION**

*As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 6th day of October, 2016 at which time a quorum of 5 was present, this resolution was duly adopted by a vote of 5 FOR, 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.*

  
\_\_\_\_\_  
Chairperson

October 6, 2016  
\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_  
Secretary

October 6, 2016  
\_\_\_\_\_  
Date



**SHINGLE SPRINGS BAND OF MIWOK INDIANS  
BUSINESS CODE**

**BUSINESS CODE TABLE OF CONTENTS**

BUSINESS CODE TABLE OF CONTENTS ..... 2

TITLE 1. General Provisions ..... 3

TITLE 2. Business Licensing Code ..... 9

TITLE 3. Gaming Ordinance ..... 14

TITLE 4. Gaming Authority Ordinance ..... 25

TITLE 5. Gaming Facility Standards Ordinance ..... 37

TITLE 6. Arbitration Ordinance ..... 41

TITLE 7. Gaming Commission Conflict of Interest Code ..... 46

TITLE 8. Casino Tort Claims Ordinance ..... 48

TITLE 9. Economic Development Zone Ordinance..... 52

TITLE 10. Extensions of Credit, Check Cashing, and Automatic Teller Machines (ATM's) Standards ..... 57

TITLE 11. Off-Reservation Environmental Impact Ordinance ..... 61

TITLE 12. Sales and Transient Occupancy Tax Ordinance ..... 64

TITLE 13. Secured Transactions Ordinance ..... 66

TITLE 14. Tribal Tobacco Tax Code ..... 69

CERTIFICATION ..... 71

## TITLE 1. GENERAL PROVISIONS

### ARTICLE 1 - DEFINITIONS

#### Section 1. Terms

**For purposes of this Code, the following terms shall have the meanings ascribed below:**

- A. **“Administrative Claim Form”** means a document prepared by the Tribe that requests specific information in order for the Claim to be investigated.
- B. **“Business”** means an individual, partnership, corporation, limited liability company, association, tribe or other group that engaged in Business Activities, however organized.
- C. **“Business Activities”** means any activity, whether temporary, seasonal or otherwise, involving the sale of property or services; provided however, that a sale of property or services that is an isolated transaction, and is intended to be such an isolated transaction, shall not be considered to be “business” under this code.
- D. **“Business License”** or **“License”** – means a license, issued by the Shingle Springs Tribal Council or its delegates, to engage in Business Activities on the Rancheria.
- E. **“Band”** refers to the Members of the Shingle Springs Band of Miwok Indians of the Shingle Springs Rancheria.
- F. **“California UCC”** means the Uniform Commercial Code as adopted by the State of California at California Commercial Code (“CCC”), Section 1101 et seq., or as enacted in the statutes and laws of the State of California as amended from time to time in accordance with the laws of California.
- G. **“Casino”** refers to the Red Hawk Casino.
- H. **“Claim”** means a claim of bodily injury, personal injury or property damage arising out of, connected with, or relating to the operation of the Tribe’s Gaming Operation, Gaming Facility or the Gaming Activities, including but not limited to injuries resulting from the entry onto the Tribe’s land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility.
- I. **“Claimant”** means a person by or on whose behalf a claim for recompense for bodily injury, property damage or personal injury is made pursuant to this Ordinance.
- J. **“Compact”** refers to the Amended and Restated Tribal-State Gaming Compact Between The Shingle Springs Band of Miwok Indians and The State of California.
- K. **“Consumer”** means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.

- L. **“Enterprise”** means the business enterprise of the Tribe conducting either or both Class II or Class III gaming on the Tribe’s Indian Lands (as defined in the Indian Gaming Regulatory Act, 25 U.S.C. §2701 et seq. (Pub. L. No. 100-497), as amended (“IGRA”)) at the Tribe’s gaming facility (to be commonly known as the “Red Hawk Casino”), as such gaming facility may be expanded, relocated within the Tribe’s Indian Lands or renamed, including but not limited to any retail sales, hotel and resort amenities, entertainment facilities and commercial activity associated therewith.
- M. **“Gaming Activities”** means the Class III Gaming activities authorized under the Compact in Section 3.1.
- N. **“Gaming Facility”** means Red Hawk Casino, or, any building in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming operation.
- O. **“Gaming Operation”** means each economic entity that is licensed by the Tribe, operates games, receives gaming revenues, issues prizes, and pays gaming related expenses. A gaming operation may be operated by the Tribe directly or by a management contractor.
- P. **“Key Employee”** means:
- i. a person who performs one or more of the following functions:
    - a. bingo caller;
    - b. counting room supervisor;
    - c. chief of security;
    - d. custodian of gaming supplies or cash;
    - e. floor manager;
    - f. pit boss;
    - g. dealer;
    - h. croupier;
    - i. approver of credit; or
    - j. custodian of gambling devices including persons with access to cash and accounting records within such devices.

- ii. if not otherwise included, any other person whose total cash compensation exceeds \$50,000 per year; or
  - iii. if not otherwise included, the four most highly compensated persons in the gaming operation.
  - iv. if not otherwise included, any other person designated by the Tribe or the Compact as a Key Employee.
- Q. **“Legal Requirements”** means the requirements set forth in IGRA, the Tribal-State Compact between the State of California and the Tribe (“Compact”); the Shingle Springs Gaming Ordinance; including all current and future amendments to any of the above, and all present and future permits, licenses and certificates relating thereto; and any and all present and future federal, state, local, and Tribal laws, codes, rules and regulations, in any way applicable to the Tribe, the Authority, or the Enterprise.
- R. **“Licensee”** means a Business that has a Business License from the Tribe to conduct Business on the Rancheria.
- S. **“Ordinance”** means this Casino Tort Claims Ordinance.
- T. **“Person”** is defined to mean and include any natural person, company, Tribally owned corporation, partnership, corporation, commission, government agency, joint venture, association, trust, or other political or identifiable entity to which this Code can be applied.
- U. **“Pledged Revenues”** means all of a Tribal Party’s money, earnings, income and revenues, (and any proceeds thereof), and all of the Tribal Party’s rights to and interest with respect to receiving the foregoing before actual possession thereof, whether in the form of money, deposit accounts, investments, accounts, instruments or other assets, and the proceeds thereof, in which such Tribal Party has granted a security interest to a secured party in a writing signed by the Tribal Party.
- V. **“Policy”** refers to the commercial general liability insurance policy referred to in Section 12.5(a) of the Compact.
- W. **“Primary Management Official”** means:
- i. the person having management responsibility for a management contract;
  - ii. any person who has authority:
    - a. to hire and fire employees; or
    - b. to set up a working policy for the gaming operation; or

- iii. the chief financial officer or other person who has financial management responsibility.
- X. **“Property”** means the real property of the Tribe as defined in Section 1 of the Gaming Authority Ordinance and as described on Exhibit A attached hereto (together with such additional tribal lands as the Tribe may from time to time designate by resolution of the Tribal Council).
- Y. **“Rejected Claims”** means the Claimant did not complete the Administrative Claim Form properly and/or in its entirety.
- Z. **“Sale”** or **“Sales”** or their derivatives is defined to mean and include all sales, barter, trades, exchanges, or other transfers of ownership for value of Tribal Tobacco from a Tribal Wholesaler or Tribal Retailer to any Consumer or Person no matter how characterized and the rental, leasing, or other transfer of actual or constructive possession and right to use Tribal Tobacco for value received from a Tribal Wholesaler or Tribal Retailer to any person no matter how characterized.
- AA. **“Shingle Springs Gaming Ordinance”** means Ordinance, No. 96-4 adopted by the Tribal Council pursuant to the Indian Gaming Regulatory Act, as that Ordinance may be amended or restated from time to time.
- BB. **“Third Party Administrator (“TPA”)**” refers to the organization that processes general liability claims on behalf of Red Hawk Casino and its insurance carrier.
- CC. **“Tort Claim”** means a claim of bodily injury, personal injury or property damage arising out of, connected with, or relating to the operation of the Tribe’s Gaming Operation, Gaming Facility or the Gaming Activities, including but not limited to injuries resulting from the entry onto the Tribe’s land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility.
- DD. **“Tribal Council”** means the Shingle Springs Tribal Council, the Tribe’s governing body as established by the Tribe’s Articles of Association.
- EE. **“Tribal Court”** means the Shingle Springs Tribal Court established pursuant to Tribal ordinance.
- FF. **“Tribal Gaming Commission”** shall mean the Shingle Springs Tribal Gaming Commission.
- GG. **“Tribal Lands”** means all lands within the Shingle Springs Rancheria (the Tribe’s federally recognized reservation) and all lands held by the United States in trust for the benefit of the Tribe or individual members of the Tribe over which the Tribe possesses jurisdiction.

- HH. **“Tribal Member”** means enrolled members of the Shingle Springs Band of Miwok Indians.
- II. **“Tribal Member Business”** refers to a Business, however organized, which is at least 51% owned by enrolled members of the Shingle Springs Band of Miwok Indians.
- JJ. **“Tribal Office”** refers to the administrative office located on the parcel designated as Tribal Activity Area, or any other temporarily designated office.
- KK. **“Tribal Party”** means any of the Tribe and any division, subdivision, branch, department, board, committee, commission, agency, authority, enterprise, instrumentality, component or entity wholly-owned or wholly-controlled, directly or indirectly, by the Tribe, along with the successors and assigns of each.
- LL. **“Tribal Retailer”** is defined to mean and include any Person in the ordinary business who sells any Tribal Tobacco product within the exterior boundaries of the Tribal Reservation to another Person.
- MM. **“Tribal Tax Stamp”** is defined as a tax stamp officially approved by the Tribe that is applied to all tobacco packages intended for sale by a Tribal Retailer.
- NN. **“Tribal Tobacco”** is defined as all tobacco products sold by a Tribal Wholesaler to a Tribal Retailer which does not have another government jurisdiction’s tax stamp already affixed to the tobacco package. The definition of Tribal Tobacco does not include products sold by a Tribal Wholesaler to Persons, Consumers, retailers or other wholesalers who intend to resell the product outside the exterior boundaries of the Reservation.
- OO. **“Tribal Wholesaler”** is defined as a Person who in the ordinary course of business sells Tribal Tobacco products to Tribal Retailers or Persons intended for resale within the exterior boundaries of the Reservation.
- PP. **“Tribe”** refers to all certified members of the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe, or an authorized official or agency thereof.

All other terms not defined in this Code shall have the definitions assigned to them in the Compact.

## **ARTICLE 2 – SOVEREIGN IMMUNITY**

Nothing in the provisions of this Code constitutes consent by the Shingle Springs Band of Miwok Indians or its sub-organizations to be sued in any court. This Code does not represent a waiver of the Tribe’s sovereign immunity for any purpose, unless specifically stated herein.

## **ARTICLE 3 - AMENDMENTS**

This Code, or any section herein, may be amended by a majority vote of the Tribal Council.

**ARTICLE 4 - SEVERABILITY**

If any part of this Code is found void and without legal effect, the remainder of the Code shall continue to remain in full force and effect, as though such part had not been contained therein.

**ARTICLE 5 – EFFECTIVE DATE**

This Code shall take effect on the date it is approved by the Tribal Council.

## **TITLE 2. BUSINESS LICENSING CODE**

### **Section 1. Purpose**

The purpose of the Shingle Springs Band of Miwok Indians Business Licensing Code is to establish the procedure by which businesses may be licensed to operate within the boundaries of the Shingle Springs Rancheria.

### **Section 2. Business License**

- A. All Businesses must first obtain a Business License, and pay all required licensing fees, before engaging in Business Activities within the boundaries of the Rancheria. The Business License shall include;
1. Name of Licensee;
  2. Type of License;
  3. An assigned License number;
  4. Specific Business Activities that Licensee is authorized to engage in;
  5. Address of Licensee's place of business;
  6. Location within Rancheria that the Licensee is authorized to conduct Business Activities;
  7. Particular time periods that Licensee is authorized to conduct Business Activities;
  8. The Date that the License will expire.
- B. All Licensees must display their license at their place of business on the Rancheria. If Licensee has no place of business on the Rancheria, then the License must be carried on the Licensee's person while conducting Business Activities.
- C. Business Licenses are nontransferable.
- D. Business Licenses do not grant an exclusive right to any location or Business Activity on the Rancheria. The Tribe reserves the right to license multiple Businesses that are engaged in the same or similar Business Activities.
- E. The following Business and Business Activities are exempt from the licensing requirement of this Code;
1. Newspaper carriers;
  2. Common carriers or parcel delivery;

3. Anyone conducting business with the Shingle Springs Band of Miwok Indians Gaming Authority or Development Corporation;
  4. Services or goods ordered by mail, phone or internet;
  5. Charitable, religious, nonprofit organizations or corporations that have received tax exempt status under 26 U.S.C (c)(3);
  6. Occasional garage or yard sales;
  7. With the approval of the Tribal Administrator, individuals that occasionally sale cultural items at the Tribal offices;
  8. Public utility.
- F. The Tribal Council has the authority to grant additional exemptions by way of a duly enacted Resolution.
- G. Isolated transactions do not constitute Business Activities, and thus do not require a License.

### **Section 3. Types of Licenses**

One of two types of Business Licenses may be issued to an applicant; Standard or Special Event. Licenses differ in their terms and fees. Standard Licenses are designed for a Business engaging in consistent Business Activities on the Rancheria. Special Event Licenses are designed for a Business engaged in Business Activities on the Rancheria for a transitory duration.

### **Section 4. Term of License**

- A. Standard Business License – Valid for one year from the date of issuance, unless specifically stated for a longer term.
- B. Special Event Business License Term – Valid for one week from the date of issuance. No more than 3 Special Event Licenses may be issued to one Business during a calendar year.

### **Section 5. License Fees**

At the time of issuance non-refundable Business License fees shall be paid as follows;

- A. Standard Business License
  1. \$100 for non-Tribal Members and non-Tribal Member Businesses.
  2. \$50 for Tribal Members and Tribal Member Businesses.

3. \$0 for Tribal Government operated businesses, including gaming operations.
- B. Special Event Business License
1. \$50 for non-Tribal Members and non-Tribal Member Businesses.
  2. \$25 for Tribal Members and Tribal Member Businesses.
  3. \$0 for Tribal Government operated businesses, including gaming operations.
- C. Change in Licensee information on the License.
1. \$10 for Tribal Members, Tribal Member Businesses, non-Tribal Members and non-Tribal Member Businesses.
  2. \$0 for Tribal Government businesses, including any gaming operations.

## **Section 6. License Application Process**

- A. Any individual (18 years of age or older), partnership, corporation, limited liability company, association, tribe or other group, however organized may submit an application for a Business License.
- B. Applications may be obtained from the Tribal Administrator. The application shall include;
1. Description of the Business Activities to be conducted;
  2. Name and address of the applicant(s), including proof of identification;
  3. Trade name, if any, to be used by the applicant(s);
  4. Location where Business Activities will be conducted;
  5. Type of Business License being requested;
  6. Time periods in which the Business Activities will be conducted;
  7. Previous Business experience of the applicant(s);
  8. Civil or criminal judgments entered against the applicant(s) or applicant's Business;
  9. Description of the potential impact on traffic if a License is issued.
- C. Applicants must submit their applications to the Tribal Council for review. The Tribal Council delegates this authority and responsibility to the SSBMI Development Corporation for any projects undertaken by the Corporation.

- D. The Tribal Council (or its designee) has complete discretion whether to approve the application or not. Members of the Council shall review and vote on all pending applications at their Council meetings. A majority vote of the Council shall be required to approve an application. The Council shall inform applicants, in writing, of their decision. All determinations by the Tribal Council (or its designee) are final.
- E. If the application is approved, then the applicant may obtain the Business License from the Tribal Administrator after paying the requisite fee.

## **Section 7. Revocation of License**

- A. A Business License issued under this Code may be revoked, by a majority vote of the Tribal Council, for any of the following reasons;
  - 1. Fraud, material misrepresentation/omission or false statements were used to obtain the License;
  - 2. The Licensee has been convicted of a criminal offense since the issuance of the License;
  - 3. Licensee has conducted Business Activities in violation of a term or condition contained in the License;
  - 4. Licensee has conducted Business Activities in violation of Tribal laws or in such a manner as to constitute a breach of the peace or to constitute a danger to the health, safety or general welfare of the Tribe and/or its members;
  - 5. Licensee failed to pay licensing fees;
  - 6. Licensee attempted to transfer the License;
  - 7. Licensee failed to pay taxes to the Tribe in accordance with the Tribe's Tax Ordinance.
- B. The Tribal Council shall mail written notice of the revocation to the Licensee within twenty-four (24) hours of its decision.
- C. The Tribal Council's decision shall be final and takes effect upon notice being sent.
- D. In lieu of revoking the License the Tribal Council may suspend the License for a reasonable amount of time in order to give the Licensee time to cure the circumstances that gave rise to the suspension. If the Licensee fails to cure the circumstances, then the Tribal Council may proceed with revoking the license.

- E. Licensees who used fraud to obtain their license may be subject to penalties under the Tribe's Peace and Protection Code.

### **Section 8. Conducting Business without a License**

Businesses are prohibited from conducting Business Activities on the Rancheria without a valid License. Violation of this Section is punishable by;

- A. \$1,000 fine for each violation; and
- B. Temporary restricted access to Tribal property.

### **Section 9. Tribal Police**

The Shingle Springs Tribal Police shall have authority to cite and physically remove from Tribal Property business they have probable cause to believe are in violation of Section 8 of this Code.

### **Section 10. Tribal Court**

The Shingle Springs Tribal Court shall have jurisdiction to hear any citations for violation of Section 8 of this Code. All Tribal Court rules and procedures shall apply.

## **TITLE 3. GAMING ORDINANCE**

### GENERAL PROVISIONS

An ordinance to regulate and provide for the licensing of Class II and Class III gaming on tribal lands of the Shingle Springs Band of Miwok Indians.

#### **Section 1. Short Title**

This ordinance may be cited as the “Shingle Springs Tribal Gaming Ordinance” (“Ordinance”).

#### **Section 2. Authorized Gaming Activities**

- 2.1 Class II Gaming. All forms of Class II gaming as defined in the Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq. (“IGRA”)), section 2703(7)(A) and 25 C.F.R. section 502.3 are hereby authorized.
- 2.2 Class III Gaming. All forms of Class III gaming as defined in IGRA section 2703(8) and 25 C.F.R. section 502.4, and permitted under any tribal-state gaming compact, and related amendments, with the State of California entered into pursuant to section 2710(d) of IGRA (the “Compact”) are hereby authorized.

#### **Section 3. Ownership of Gaming**

- 3.1 The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming activity authorized by this Ordinance.
  - (a) On behalf of the Tribe, the Shingle Springs Tribal Gaming Commission shall be the sole entity regulating gaming activity authorized by this Ordinance, as outlined in its bylaws and in accordance with its internal policies and procedures, as approved by the Shingle Springs Tribal Council.
  - (b) On behalf of the Tribe, the Shingle Springs Tribal Gaming Authority shall be the sole entity managing the operation of the gaming activity authorized by this Ordinance as outlined in the Gaming Authority Ordinance and in accordance with its internal policies and procedures, as approved by the Shingle Springs Tribal Gaming Commission.

#### **Section 4. Use of Gaming Revenues**

- 4.1 Net revenues from gaming authorized by this Ordinance shall only be expended by the Tribal Council for one or more of the following purposes:
  - (a) to fund tribal government operations or programs;

- (b) to provide for the general welfare of the Tribe and its members;
  - (c) to promote tribal economic development;
  - (d) to donate to charitable organizations; or
  - (e) to help fund operations of local government agencies.
- 4.2 The Tribe shall ensure that per capita payments to tribal members from revenues derived from its gaming operations are made only in accordance with a revenue allocation plan submitted to and approved by the Secretary of the Interior under IGRA section 2710(b)(3), and which complies with the requirements of 25 C.F.R. Part 290.
- 4.3 The Tribe shall not make payments from revenues derived from its gaming operations pursuant to or relating in any way to a contract which the National Indian Gaming Commission (“NIGC”) has declared void or violative of federal law.

#### **Section 5. Annual Audit**

- 5.1 The Tribe shall cause to be conducted, at least annually, an independent audit of the books and records of each gaming operation, and shall submit the resulting audit reports to the NIGC.
- 5.2 All gaming related contracts resulting in purchases of supplies, services, or concessions in excess of \$25,000 in any year (except contracts for professional legal or accounting services) shall be specifically included within the scope of the audit conducted pursuant to this section.

#### **Section 6. Environmental/Public Health and Safety Protection**

- 6.1 In compliance with IGRA section 2710(b)(2)(E), the construction and maintenance of any gaming operation, and the operation of all gaming, shall be conducted in a manner which adequately protects the environment and the public health and safety.

#### **Section 7. Licensing of Key Employees and Primary Management Officials**

- 7.1 The Tribe, through its regulating entity, the Shingle Springs Tribal Gaming Commission, shall ensure the policies and procedures set out in this section are implemented with respect to Key Employees and Primary Management Officials employed at any facility conducting gaming operations authorized by this Ordinance.

7.2 For purposes of this section, the following definitions apply:

(a) **“Key Employee”** means:

(i) a person who performs one or more of the following functions:

- a. bingo caller;
- b. counting room supervisor;
- c. chief of security;
- d. custodian of gaming supplies or cash;
- e. floor manager;
- f. pit boss;
- g. dealer;
- h. croupier;
- i. approver of credit; or
- j. custodian of gambling devices including persons with access to cash and accounting records within such devices.

(ii) if not otherwise included, any other person whose total cash compensation exceeds \$50,000 per year; or

(iii) if not otherwise included, the four most highly compensated persons in the gaming operation.

(iv) if not otherwise included, any other person designated by the Tribe or the Compact as a Key Employee.

(b) **“Primary Management Official”** means:

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

(ii) any person who has authority:

- a. to hire and fire employees; or
- b. to set up a working policy for the gaming operation; or

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

## **Section 8. Application for Gaming Licenses**

- 8.1 Each Key Employee and Primary Management Official shall complete an application for an initial gaming license or renewal of an existing gaming license for each gaming operation on an application form prescribed by the Tribe.
- 8.2 The Tribe may also require vendors to the facility to complete an application for an initial vendor license or renewal of an existing vendor license for each gaming operation on an application form prescribed by the Tribe.
- 8.3 An application for a gaming license shall include:
  - (a) the following privacy notice prescribed by 25 C.F.R. section 556.2:

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

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

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

A false statement on any part of your license application, supporting documentation or supplemental information you provide as part of this application may be grounds for not hiring you, denying, suspending or revoking your gaming license, or for terminating you after you begin work. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

## **Section 9. Background Investigations**

- 9.1 The Tribe shall conduct, or cause to be conducted, a background investigation of each applicant for a position designated as a Key Employee or Primary Management Official sufficient to determine the applicant is eligible to hold a gaming license. To reach this determination, the Tribe shall satisfy itself that the applicant:
- (a) is not a minor;
  - (b) is a person of good character, honesty, and integrity;
  - (c) has no prior activities, criminal record, reputation, habits, and associations which pose a threat to the public interest or the interest of the Tribe or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct or gaming or the carrying on of the business and financial arrangements incidental to the conduct of gaming;
  - (d) has not supplied false and/or misleading information or who has not omitted material information required under IGRA, NIGC regulations and this Ordinance;
  - (e) has not had a gaming license revoked for cause in any jurisdiction since the effective date of IGRA;
  - (f) has not failed to meet any suitability requirements under the Compact; and
  - (g) is a person whose background, reputation or associations will not adversely impact the Tribe or its gaming operation.
- 9.2 If in making the qualification determination referenced in subsection 9.1 above the Tribe determines that licensing an individual 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 and methods and activities in the conduct of gaming, the Tribe shall not license that individual as a Key Employee or Primary Management Official.

- 9.3 In conducting its background investigation, the Tribe shall keep confidential the identity of each person interviewed in the course of the investigation.
- 9.4 The Tribe shall request the following background investigation information from each Key Employee and Primary Management Official:
- (i) full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
  - (ii) currently, and for the previous 10 years, business and employment positions held, ownership interests in those businesses, business and residence addresses and phone numbers, and driver's license numbers;
  - (iii) the names and current addresses and phone number of at least 5 personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (ii) of this subsection;
  - (iv) current business and residence telephone numbers;
  - (v) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
  - (vi) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
  - (vii) the name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
  - (viii) for each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any, including any paperwork showing the disposition of the charge;
  - (ix) for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), the name and address of the court involved and the date and disposition;
  - (x) for each criminal charge (excluding minor traffic charges) whether or not there is a conviction, if such criminal charge is not otherwise listed

pursuant to paragraphs (viii) or (ix) of this subsection, the criminal charge, the name and address of the court involved, and the date and disposition;

- (xi) the name and address of any licensing or regulatory agency with which the applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (xii) a current photograph;
- (xiii) a complete history of the applicant's educational background, including the names of any colleges, universities, trade or vocational schools, and high schools attended, and include a copy of the diploma or G.E.D. if awarded;
- (xiv) a description of the applicant's family, including an explanation of the relationships described (e.g., parents, guardians, etc.);
- (xv) any financial statement from the applicant's accountant or other financial information specifically requested on the application form, for example, income sources, assets owned, insurance policies, mortgages, and other information relating to the filing of bankruptcy or other obligations;
- (xvi) a description of the applicant's spousal status including, if applicable, the existence of any previous marriages;
- (xvii) fingerprints of the applicant to be taken for a criminal history check. A criminal history check will include a check of criminal history records information maintained by the Federal Bureau of Investigation;
- (xviii) a statement authorizing law enforcement agencies and prior employers to release information and respond to questions relating to the applicant's records, habits, reputation, and associations;
- (xix) all applicants are required to submit to a drug screening test and, if employed, random screening tests thereafter; and
- (xx) any other information the Tribe deems relevant.

## **Section 10. Report to the NIGC**

- 10.1 Before issuing a license to a Key Employee or Primary Management Official, the Tribe shall prepare an investigative report summarizing each background investigation of a Key Employee or Primary Management Official that the gaming operation intends to employ.

- 10.2 Each investigative report shall include the following:
- (a) the steps taken in conducting the background investigation;
  - (b) the results obtained;
  - (c) the conclusions reached; and
  - (d) the basis for those conclusions.
- 10.3 No later than 60 days after a Key Employee or a Primary Management Official begins work, the Tribe shall submit to the NIGC a notice of results of the background investigation. The notice of results shall contain:
- (a) the applicant's name, date of birth, and social security number;
  - (b) the date on which the applicant began or will begin work as a Key Employee or Primary Management Official;
  - (c) a summary of the information presented in the investigative report, which shall at a minimum include a listing of:
    - (i) licenses that have been previously denied;
    - (ii) gaming licenses that have been revoked, even if subsequently reinstated;
    - (iii) every known criminal charge brought against the applicant within the last 10 years of the date of application; and
    - (iv) every felony of which the applicant has been convicted or any ongoing prosecution.
  - (d) a copy of the Tribe's qualification determination made under subsection 9.1 above.
- 10.4 If a gaming license is not issued to an applicant, the Tribe:
- (a) shall notify the NIGC; and
  - (b) shall forward copies of its qualification determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.
- 10.5 With respect to Key Employees and Primary Management Officials, the Tribe shall retain applications, investigative reports, and eligibility determinations for

gaming licenses and reports (if any) of background investigations for inspection by the NIGC for no less than 3 years from the date of termination of employment.

- 10.6 A gaming operation shall not employ as a Key Employee or Primary Management Official a person who does not have a gaming license 90 days after a license application has been submitted.

### **Section 11. Granting a Gaming License**

- 11.1 If, within a 30 day period after the NIGC receives an investigative report, the NIGC notifies the Tribe that it has no objection to the issuance of a gaming license pursuant to a license application filed by a Key Employee or Primary Management Official, the Tribe may issue a license to such applicant. Within 30 days after the issuance of the license, the Tribe shall notify the NIGC of its issuance.
- 11.2 The Tribe shall respond to a request for additional information from the NIGC concerning a Key Employee or Primary Management Official who is the subject of an investigative report. Such a request shall suspend the 30 day period under subsection 11.1 above until the NIGC receives the additional information.
- 11.3 If, within the 30 day period described in subsection 11.1 above, the NIGC provides the Tribe with a statement itemizing objections to the issuance of a gaming license to a Key Employee or to a Primary Management Official applicant, the Tribe shall reconsider the application, taking into account the objections itemized by the NIGC. The Tribe shall make the final decision whether to issue a gaming license to such applicant.

### **Section 12. Gaming License Suspension**

- 12.1 If, after the issuance of a gaming license, the Tribe receives from the NIGC reliable information indicating that a Key Employee or a Primary Management Official is not eligible for employment under this Ordinance, the Tribe shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.
- 12.2 The Tribe shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license according to its internal policies and procedures.
- 12.3 After a revocation hearing, the Tribe shall decide to revoke or reinstate a gaming license. The Tribe shall notify the NIGC of its decision within 45 days of receiving from the NIGC the notification referenced in subsection 12.1.

### Section 13. Facility Licenses

- 13.1 The Tribe shall issue a separate facility license for each and every place, operation, or location on Indian lands where Class II or Class III gaming authorized under this Ordinance is conducted. At least every year after the initial issuance of a facility license, the Tribe shall renew the license to each place, operation, or location on Indian lands where Class II or Class III gaming authorized under this Ordinance is conducted.
- 13.2 The Tribe shall specify the form, conditions and content for the application for such licenses, which shall be submitted by the general manager of the gaming operation.
- 13.3 Within 30 days of issuing a renewed facility license, the Tribe shall submit to the NIGC a copy of the renewed license. Along with the renewed facility license, the Tribe shall submit to the NIGC:
- (a) an attestation certifying that by issuing the license:
    - (i) the Tribe has identified and enforces the environmental, health, and public safety laws, resolutions, codes, policies standards or procedures applicable to the gaming operation;
    - (ii) the Tribe is in compliance with those laws, resolutions, codes, policies standards or procedures, or, if not in compliance, the Tribe will identify those with which it is not in compliance, and will adopt and submit its written plan for the specific action it will take, within a period not to exceed 6 months, required for compliance. At the successful completion such written plan, or at the expiration of the period allowed for completion, the Tribe shall report the status thereof to the NIGC. In the event the Tribe estimates that action for compliance will exceed 6 months, the NIGC must concur in such an extension of time, otherwise, the Tribe will be deemed non-compliant. The NIGC will consider the consequences on the environment and the public health and safety, as well as mitigation measures the Tribe may provide in the interim, in considering requests for extensions of time.
    - (iii) the Tribe is ensuring that the construction and maintenance of the gaming facility, and the operation of all gaming, is conducted in a manner which adequately protects the environment and the public health and safety.

- (b) a document listing all laws, resolutions, codes, policies standards or procedures identified by the Tribe as applicable to its gaming facilities, other than federal laws, in the following areas:
  - (i) emergency preparedness, including but not limited to fire suppression, law enforcement and security;
  - (ii) food and potable water;
  - (iii) construction and maintenance;
  - (iv) hazardous materials;
  - (v) sanitation (both solid and wastewater); and
  - (vi) other environmental or public health and safety laws, resolutions, codes, policies standards or procedures adopted by the Tribe in light of climate, geography, and other local conditions and applicable to its gaming places, facilities and locations.

13.4 After the first submission of a document under paragraph (b) of this subsection, the Tribe may, in lieu of complying with that paragraph, certify to the NIGC that it has not substantially modified its laws protecting the environment and public health and safety.

#### **Section 14. Effective Date/Repeal**

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

## **TITLE 4. GAMING AUTHORITY ORDINANCE**

### **Section 1. Establishment**

- A. The Shingle Springs Tribal Council hereby establishes the Shingle Springs Tribal Gaming Authority (the “Authority” as an instrumentality of the Shingle Springs Band of Miwok Indians (“the Tribe”) and, to the extent so provided by resolution of the Tribal Council, as an authorized agency of the Tribe within the meaning set forth in Section 2.21 of the Tribal-State Compact between the Tribe and the State of California.
- B. Except for the regulatory powers retained by the Tribal Council and Tribal Gaming Commission as set forth in the Shingle Springs Gaming Ordinance approved by the National Indian Gaming Commission, and any regulations promulgated thereunder, the Tribal Council hereby delegates to the Authority all governmental and proprietary powers and rights of the Tribe over the development, construction, operation, promotion, and financing of the Tribe’s gaming facility (to be commonly known as “Red Hawk Casino”), and any related retail sales, hotel or resort amenities, entertainment facilities and commercial activity associated therewith, on the Tribe’s Indian lands (collectively the “Enterprise”). The Authority is hereby granted the right to use and occupy such portions of the Tribe’s Indian lands identified on Exhibit A to this Ordinance (the “Property”), and such other lands as may from time to time be specified by resolution of the Tribal Council, to carry out the purposes for which the Authority is established and such further purposes as the Tribe may from time to time designate by resolution of the Tribal Council.
- C. As a tribal government entity, the Authority shall be vested with the sovereign immunity of the Tribe. The Authority shall have the power to grant a limited waiver of its own sovereign immunity, and to consent to the jurisdiction of any court or other dispute resolution forum over the Authority, but solely for the purpose of rendering judgment and levying upon any judgment, lien, or attachment upon any property of the Authority, and solely as to matters arising including contracts relating to the enterprise, the revenues of the authority, the assets within the control of the Authority, and as to any other tribal revenues, assets or powers. Nothing contained in this Ordinance shall limit the power of the Tribal Council to waive the sovereign immunity of the Tribe as to the Enterprise or other matters, or with respect to other tribal revenues or assets. The Authority shall have the power to enter into contractual relationships that bind the Authority, but solely to the extent that such contracts do not exceed the scope of authority expressly delegated by the Tribal Council to the Authority.

### **Section 2. Name and Place of Business**

- A. The official name of the Authority shall be: “Shingle Springs Tribal Gaming Authority”.

- B. The principal place of business and the primary office of the Authority shall be located on the Shingle Springs Rancheria, California.
- C. The Authority may also have offices at such other places as the Management Board may from time to time direct, or as the operation of the Authority may require.

### **Section 3. Definitions**

- A. **“Enterprise”** means the business enterprise of the Tribe conducting either or both Class II or Class III gaming on the Tribe’s Indian Lands (as defined in the Indian Gaming Regulatory Act, 25 U.S.C. §2701 et seq. (Pub. L. No. 100-497), as amended (“IGRA”)) at the Tribe’s gaming facility (to be commonly known as the “Red Hawk Casino”), as such gaming facility may be expanded, relocated within the Tribe’s Indian Lands or renamed, including but not limited to any retail sales, hotel and resort amenities, entertainment facilities and commercial activity associated therewith.
- B. **“Legal Requirements”** means the requirements set forth in IGRA, the Tribal-State Compact between the State of California and the Tribe (“Compact”); the Shingle Springs Gaming Ordinance; including all current and future amendments to any of the above, and all present and future permits, licenses and certificates relating thereto; and any and all present and future federal, state, local, and Tribal laws, codes, rules and regulations, in any way applicable to the Tribe, the Authority, or the Enterprise.
- C. **“Property”** means the real property of the Tribe as defined in Section 1 of this Ordinance and as described on Exhibit A attached hereto (together with such additional tribal lands as the Tribe may from time to time designate by resolution of the Tribal Council).
- D. **“Tribal Council”** means the duly elected governing body of the tribe pursuant to its governing law.
- E. **“Shingle Springs Gaming Ordinance”** means Ordinance, No. 96-4 adopted by the Tribal Council pursuant to the Indian Gaming Regulatory Act, as that Ordinance may be amended or restated from time to time.

### **Section 4. Purposes**

- A. General. The purposes for which the Authority is established and organized are as follows:
  - 1. To further the economic prosperity of the Tribe.
  - 2. To own, develop, operate, maintain, promote, and construct the Enterprise on the Tribe’s Indian lands (as defined in IGRA), and to have custody of, inventory, and to hold and manage all assets of the Enterprise on behalf of the Tribe.

Notwithstanding the foregoing, the Authority shall have no power to retain the Tribe's share of the net revenues of the Enterprise and shall at least monthly distribute such revenues to the Tribe; provided the Authority shall, to the extent expressly directed by the Tribal Council or required by financing, development or management agreements, retain revenues to enable the Authority to meet necessary debt service and operating requirements, or for such other bona fide business purposes as the Tribal Council may direct. The Authority may receive and expend any funds appropriated to it by the Tribal Council.

3. To fulfill the Tribe's obligation to comply with the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. §27901, et seq. (Pub. L. No.100-497) and of the Shingle Springs Gaming Ordinance, No. 96-4, adopted pursuant to IGRA, as either IGRA or the Shingle Springs Gaming Ordinance may be amended from time to time.
  4. To negotiate with private entities, and to enter into and implement contracts with them in furtherance of the development, financing, operation, maintenance, promotion, construction, and regulation of the Enterprise.
  5. To provide a fair return to the Tribe from the Enterprise consistent with the development and operation of a legal and profitable gaming enterprise, the terms of any management or financing agreements and, where practical, with the employment of qualified members of the Tribe in the operation of the Enterprise.
  6. To obtain financing for the activities and purposes of the Authority set forth in this Ordinance and to ensure Authority and the Tribe's compliance with all obligations, terms, and conditions thereof.
- B. Ancillary. To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes for which the Authority is established pursuant to this Ordinance, and to do all things incidental thereto or connected therewith.

### **Section 5. Management Board; Establishment; Duties and Powers**

- A. Establishment. There is hereby established a Management Board of the Authority, the purpose of which is to carry out the duties and powers set forth herein and to govern the Authority.
- B. Exercise of Powers of Management Board. Subject to applicable Federal and Tribal laws and regulations, the Management Board shall exercise the following powers and duties:
  1. The Tribal Council hereby delegates to the Management Board the full and complete authority and responsibility of the Tribal Council and the Tribe to

govern the Authority in connection with the financing, development, operation, management, promotion and construction of the Enterprise.

2. The Management Board is authorized to conduct the activities and pursue the purposes of this Ordinance in compliance with the Shingle Springs Gaming Ordinance, IGRA and all legal requirements, and to exercise the powers set forth in subsection (c) below without any further authorization of subsequent approval by the Tribal Council or the Tribe. All parties dealing with the Authority shall have the right to rely upon any action taken by the Management Board on behalf of the Tribe; provided however, that pursuant to the Shingle Springs Gaming Ordinance, regulatory authority, including the authority to conduct background investigations and issue and revoke licenses, shall remain solely in the Tribal Council, and to the extent the tribal Council so provides, in the Tribal Gaming Commission.
3. The Management Board shall be responsible for establishing and implementing tribal gaming and business policies for the Enterprise consistent with the Shingle Springs Gaming Ordinance and other relevant enactments of the Tribal Council; provided however, the Management Board shall not have direct control or responsibility over the employees of the Enterprise.
4. The Management Board shall exercise its power in the best interests of the Tribe within the limits of responsible business judgment.
5. The Management Board shall adopt such rules as it may determine necessary for the orderly conduct of its business.
6. Minutes of each meeting shall be kept by the Management Board Secretary and be made available promptly after each meeting to the Tribal Council, and to such other officials as may be designated by the Tribal Council from time to time
7. Members shall be reimbursed for expenses incurred in attending the Management Board meetings or in furtherance of its business objectives, and the Management Board may, at its discretion, propose a fee to be paid to Management Board members (subject to approval by the tribal Council) on a per-meeting attended or an annual basis.
8. The Chairman of the Management Board shall make a formal report to the Tribal Council not less often than each quarter, and in each annual report, shall include a summary of the budget that the Management Board has approved for the coming fiscal year.

C. Enumerated Powers. The Management Board shall have the following powers:

1. *Enterprise Development and Operations.* The Management Board shall have the full authority of the Tribe with respect to the financing, development, operation, management, promotion, and construction of the Enterprise, including such expansion and enlargements thereof as shall be authorized by the Tribal Council; and for taking of any and all usual, necessary actions incident thereto including, should it be deemed advisable or desirable, the borrowing of funds, issuing promissory notes and other evidences of indebtedness, securing any indebtedness by pledging assets of the Authority and the Enterprise, and the making of contracts or commitments necessary to the functioning of the Authority and the Enterprise.
2. *To Appoint Officers and Agents.* To select agents, auditors, and such professional consultants as in the opinion of the Management Board may be needed from time to time, and to define their duties and fix their compensation.
3. *To Act as Agent.* To act in any state, territory, district, or possession of the United States, or in any foreign country for and on behalf of the Enterprise.
4. *To Deal in Real Property.* To negotiate the acquisition of (by purchase, exchange, lease, hire or otherwise), utilize improve, manage, operate, and to negotiate the lease, or mortgage of, either alone or in conjunction with others, real estate of every kind, character and description and any interest therein, necessary or incidental to the purposes set forth in this Ordinance.
5. *To Deal in Personal Property, Generally.* To acquire (by purchase, exchange, lease, hire or otherwise), hold, own, manage, operate, mortgage, pledge, hypothecate, exchange, sell deal in and dispose of, either alone or in conjunction with others, personal property, and interests therein and commodities of every kind, character and description necessary or incidental to the purposes set forth in this Ordinance.
6. *To Deal in Inventions, Copyrights, and Trademarks.* To acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), hold, own, use, license, lease, and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications therefore, licenses, formulas, privileges, processes, copyrights and applications therefore, trademarks and applications therefore, and trade names.
7. *Depository.* To designate and approve all depositories used for the deposit of funds of the Enterprise.

8. *To Make Contracts.* To enter into, make, perform and carry out or cancel and rescind, contracts for any lawful purpose pertaining to its business necessary or incidental to the purposes set forth in this Ordinance, including the negotiation of contracts subject to 25 U.S.C. §81 or IGRA, which shall, as therein provided, become effective only upon the approval of the Secretary of the Interior or the Chairman of the National Indian Gaming Commission, as appropriate.
9. *To Approve Budgets.* To approval annual and other Enterprise budgets.
10. *Limited Waiver of Sovereign Immunity.* To grant limited waivers of its sovereign immunity, solely to the extent expressly permitted by this Ordinance; provided that sovereign immunity may be waived only by formal resolution of the Management Board.
11. To delegate or assign any or all of its authority and responsibility for financing, development, operation, management, promotion, and construction of the Enterprise, provided that, the Management Board shall not exercise or delegate such authority or responsibility in a manner that is inconsistent with any gaming management agreement that is entered into by the Tribe and approved by the National Indian Gaming Commission pursuant to IGRA.

D. Ancillary Powers. To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Authority is organized.

E. Limitation on Exercise of Enumerated Powers. The Authority shall have and exercise the powers enumerated herein solely in furtherance of, but not in addition to, the limited purposes set forth in this Ordinance.

## **Section 6. Indemnification of Officers, Employees and Management Board Members of the Authority**

The Authority shall indemnify any officer, employee or Management Board member of the Authority or former officer, employee or Management Board member of the Authority, or any person who may have served at its request as an officer, employee or Management Board member of the Authority, against reasonable expenses actually and necessarily incurred by that person in connection with the defense of any action, suit or proceeding in which that person is made a party by reason of being, or having been such officer, employee or Management Board member of the Authority except in relation to matters as to which that person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, or except in relation to matters in which such employee was acting beyond the scope of his employment. The Authority shall also reimburse to any officer, employee or Management Board member of the Authority reasonable costs of settlement of any such action, suit or proceeding if it shall be found by a majority of a quorum comprised of disinterested members of the

Management Board, that it is in the best interest of the Authority and the Tribe that such settlement be made and that such officer, employee or Management Board member was not guilty of negligence or misconduct, or acting beyond the scope of his employment. If it is not possible for the Management Board to obtain a quorum of disinterested members on the issue of indemnification, the Management Board members with an interest in the outcome of the determination shall recuse themselves, and the tribal Chair shall appoint to the Management Board solely for purpose of this determination, a sufficient number of qualified disinterested persons to constitute a disinterested quorum. The Management Board, specially constituted as set forth above, shall make the indemnification determination provided for herein. The Tribal Chair's appointments to the Management Board for this purpose shall be of no further force of effect once such determinations are made. Such rights of indemnification and reimbursement shall be in addition to any other rights which such officer; employee, or Management Board member may be entitled to receive.

#### **Section 7. Membership of Management Board; Qualification; Term of Office; No Conflicts**

- A. The Management Board shall consist of nine (9) Board members, appointed by majority vote of the tribal Council, at least six (6) of whom shall be enrolled members of the Tribe in good standing. Members of the Management Board shall serve at the pleasure of the Tribal Council. Any Management Board member may resign at any time by giving written notice to the Tribal Council and the Chairman or Secretary of the Management Board. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the Management Board because of death, resignation, removal, or any other cause shall be filled by appointment by the majority vote of the Tribal Council.
  
- B. To ensure the avoidance of conflicts of interest and the administration of this Ordinance and operation and supervision of the Enterprise in accordance with the best interests of the Tribe, (i) no member of the Management Board may vote on any matter before the Management Board in which such member has financial interest directly or indirectly which is specific and peculiar to that member; and (ii) a maximum of five of the nine members of the Management Board may be related by marriage or blood, within the first degree. "First degree" as used in this section shall mean: grandfather, grandmother, mother, father, aunt, uncle, brother, sister, spouse, son, daughter, first-cousin, niece, nephew, grandson, or granddaughter, including any such person related as an "in-law." Management Board members shall immediately report to the Management Board Chairperson or Secretary any transaction, activity, or other situation in which the Authority is materially involved in which such member has, or reasonably could have, a conflict of interest, upon which the Management Board shall determine whether to disqualify such member(s) from deliberation or vote concerning the subject transaction,

activity, or situation, provided that, such member, even if disqualified, if present may be counted for purposes of constituting a quorum of the Management Board.

## **Section 8. Meeting of Management Board**

- A. Annual Meeting. The annual meeting of the Management Board shall be held at the principal place of business, or at such other place as the Management Board shall fix. The Executive Committee shall provide notice of the annual meeting at least 30 days in advance to all members of the Management Board, and shall cause such notice to be posted at the Management Board's office and such locations as the Management Board may fix.
- B. Regular Meetings. The Management Board shall meet at least semi-monthly upon notice fixing the time and place.
- C. Special meeting of the Management Board may be called by the Chairman.
- D. Notice.
  - 1. Except with respect to notice of an Annual Meeting, notice of meetings shall state the time, date and place of the meeting and shall be given in writing or telecopy properly addressed to each member according to the latest available Authority records. Notice shall be given no later than five days nor more than 30 days immediately preceding the meeting, excluding the day of the meeting.
  - 2. Notice may be waived in writing signed by the member or members entitled to such notices; whether before or after the time stated therein, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of any member at the special meeting shall constitute a waiver of notice.
- E. Quorum. Five members of the Management Board shall constitute a quorum for the transaction of any business. The act of the majority of the members present and voting at a meeting at which a quorum is present shall be the act of the Management Board.
- F. Electronic Participation. Members of the Management Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another, and participation by such use shall be deemed to constitute presence in person at any such meeting.
- G. Written Action. Any action required or permitted to be taken may be taken without a meeting if all members of the Management Board shall individually or collectively consent in writing to such action. Any such written consent or consents shall be filed with the minutes of the proceedings of the Management Board. Such action by written consent shall have the same force and effect as a unanimous vote of such members.

## Section 9. Executive Committee

- A. Designation of Committee. The Management Board, by resolution duly adopted, shall designate the officers of the Management Board to serve as the Executive Committee. Following such designation of Executive Committee membership or a modification thereof, the Management Board shall give prompt notice in writing to the Tribal Council. The designation of such Executive Committee and the delegation of the authority herein granted, shall not operate to relieve the Management Board, or members thereof, of any responsibility imposed by this Ordinance. No member of the Executive Committee shall continue to be a member thereof after he ceases to be a member of the Management Board. The Management Board shall have the power to increase the number of members of the Executive Committee, and to fill vacancies thereon.
- B. Powers of the Executive Committee. During the intervals between meetings of the Management Board, and subject to such limitations as may be adopted by resolution of the Management Board, the Executive Committee shall have and may exercise such authority as may be properly delegated by the Management Board.

All minutes of the meetings of the Executive Committee shall be submitted to the next succeeding meeting of the Management Board for approval, but failure to submit the same or to receive the approval thereof shall not invalidate any prior action taken by the Authority upon authorization of the Executive Committee.

- C. Procedure Meetings. The Chairman of the Management Board shall serve as the Chairman of the Executive Committee, shall preside at meetings of the Executive Committee and perform all duties incident to the office of the Chairman of the Executive Committee, and such other duties as, from time to time, may be assigned to him by the Management Board or the Executive Committee. The Secretary of the Authority shall keep a record of the meetings of the Executive Committee and its proceedings. In the absence of the Secretary, the Chairman of the Executive Committee shall designate a person to act in said capacity.
- D. No individual Authority. The members of the Executive Committee shall act only as a committee, and the individual members shall no power as individuals.
- E. Notice. Notices of all meetings of the Executive Committee shall be given by the Chairman and the Secretary in the manner provided by the Bylaws of the Tribe with respect to meetings of the Tribal Council, and may be waived as therein provided.
- F. Quorum. The presence of not less than a majority of sitting members of the Executive Committee shall be necessary to constitute a quorum of the Executive Committee for the transaction of business and the act of a majority of those members present and voting at a meeting at which a quorum is present shall be the act of the Executive Committee.

## **Section 10. Principal Officers**

The principal officers of the Authority shall consist of the following:

- A. Chairman of the Management Board, who shall be selected and appointed from the members of the Management Board by the Tribal Council.
- B. A Secretary and a Treasurer, who shall be selected and appointed from the members of the Management Board by the Tribal Council.
- C. At the discretion of the Management Board, there may be a Vice Chairman of the Management Board, Assistant Secretary, and Assistant Treasurer, selected by the members of the Management Board.

In addition, the Tribal Council Chairperson in office from time-to-time shall be deemed, without further action or approval of the Management Board, an Authorized Signatory of the Authority, who shall be authorized, upon majority approval of the Management Board, to execute all contracts, leases, or other documents on behalf of the Authority. In his or her capacity as Authorized Signatory of the Authority, the Tribal Council Chairperson may attend any or all meetings of the Management Board or the Executive Committee, but shall not be deemed a member or officer of the Authority and shall not vote on any matter before the Management Board. The Tribal Council Chairperson, when acting as an Authorized Signatory of the Authority, can only waive the sovereign immunity of the Authority in accordance with this Ordinance, and under no circumstances shall any such waiver executed on behalf of the Authority be deemed to waive the sovereign immunity of the Tribe or as to any of the Tribe's assets.

## **Section 11. Powers and Duties**

All officers and agents of the Authority shall have the following duties and such other duties as may be determined by resolution of the Management Board, not inconsistent with this Ordinance.

- A. The Chairman of the Management Board. The Chairman of the Management Board shall preside at all meetings of the Management Board, and shall perform all duties incident to the office of the Chairman of the Management Board and such other duties as, from time to time, may be assigned to him by the Management Board. A Vice Chairman, if elected, shall act in the capacity of the Chairman in the absence of the latter, and shall discharge any other duties designated by the Chairman.
- B. The Secretary. The Secretary shall keep, or cause to be kept, the minutes of the meeting of the Management Board and the Executive Committee. The Secretary shall see that all notices are duly given in accordance with the provisions of this ordinance. The Secretary

shall be custodian of the seal and records, and shall perform all duties incident to the office of the Secretary, and such other duties as may, from time to time, be assigned to the Secretary by the Management Board, the Chairman, or the Executive Committee.

- C. The Treasurer. The Treasurer shall be the financial officer of the Authority and shall have charge and custody of, and be responsible for, all funds of the Authority, and shall deposit such funds in such banks, trust companies, or other depositories as shall have been designated by the Management Board. The Treasurer shall receive and give receipts for monies due and payable to the Authority from any source whatsoever, and in general, shall perform all duties incident to the office of the Treasurer and such other duties as, from time to time, may be assigned to him by the Management Board, the Chairman, or the Executive Committee. The Treasurer shall render to the Chairman and the Management Board, whenever the same may be required, an account of all transactions as Treasurer and of the financial condition of the Authority. The Treasurer shall, at the expense of the Authority, give a bond for the faithful performance and discharge of the Treasurer's duties in such amount, so conditioned, and with such surety or sureties as the Management Board may require.

## **Section 12. Removal**

Any officer or agent elected or appointed by the Management Board may be removed by the Management Board whenever, in its judgment, the best interest of the Authority will be served thereby.

## **Section 13. Resignation, Vacancies**

Any officer may resign at any time by giving written notice to the Management Board, or the Chairman or Secretary of the Management Board. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective. Any vacancy in any office because of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed herein for election or appointment to such office.

## **Section 14. Accounting; Fiscal Year**

The Management Board shall establish and install an accounting system in conformity with accounting principles generally accepted in the gaming industry in order to manage the Tribe's gaming assets. Financial and operating statements shall be provided to the Chairman of the Tribal Council and the Management Board no less often than quarterly. The accounting system shall insure the availability of information as may be necessary to comply with Legal Requirements. Use of automatic data processing shall be encouraged wherever possible. The fiscal year of the Authority shall be the calendar year, or as otherwise designated by the Management Board.

### **Section 15. Records; Inspections; Audits**

The books, records and property of the Authority shall be available for inspection at all reasonable times by authorized representatives of the Tribe, and upon notice to the Tribal Council, by representatives of the Secretary of the Interior. The accounts and records of the Authority shall be audited at the close of each fiscal year in accordance with the provisions of IGRA and the regulations of the National Indian Gaming Commission. Copies of such Audit Reports shall be furnished to the parties authorized to receive copies of the financial and operating statements and to the Tribal Council.

### **Section 16. Insurance**

Insurance, including liability, adequate and sufficient to protect the interests of the Tribe, including the Authority, from losses by fire or other disaster shall be carried on all property of the Authority.

### **Section 17. Amendments**

Amendment of this Ordinance shall require the vote of five of the seven members of the Tribal Council.

### **Section 18. Non-Impairment of Contracts**

The Tribe shall enact no law impairing the obligations of contracts entered into in furtherance of the financing, development, construction, operation and promotion of the Enterprise. Except as required by IGRA, the Compact of the Shingle Springs Gaming Ordinance, neither the Tribal Council nor any committee, agency, instrumentality, board or other official body of the Tribe, and no officer or official of the Tribe shall, by exercise of police power or otherwise, act to modify, amend, or in any manner impair the obligations of contracts entered into by the Tribe or the Authority or other parties in furtherance of the financing, development, construction, operation, or promotion of the Enterprise without the written consent of the non-tribal parties to such contracts. Any such action or attempted action shall be void *ab initio*.

## **TITLE 5. GAMING FACILITY STANDARDS ORDINANCE**

### **Section 1. Authority and Short Title**

This Ordinance has been duly enacted by the Tribal Council of the Shingle Springs Band of Miwok Indians (“Tribe”) pursuant to authority granted in Article VI, Section 1.i of the Shingle Springs Rancheria Articles of Association, and may be referred to as the “Shingle Springs Tribal Gaming Facility Standards Ordinance.”

### **Section 2. Findings and Purpose**

The Shingle Springs Band of Miwok Indians is a federally-recognized Indian tribe conducting gaming activities pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. Section 2700, *et seq.* and in accordance with the Gaming Compact between the Tribe and the State of California originally executed on September 10, 1999 and subsequently amended on September 25, 2008 (hereinafter “Amended Compact”) and on July 23, 2013 (hereinafter “Amended and Restated Compact”).

The purpose of this Ordinance is to address the various standards, laws, and regulations required by the tribal-state compact in Section 12.3 and 12.4 of the Compact. Specifically, 2013 Amended and Restated Compact at Section 12.3 and 12.4 require the Tribe to adopt and comply with various standards; including, health, food, and beverage standards; water quality and safe drinking water standards; building and safety standards; federal workplace and occupational health and safety standards including the Fair Labor Standards Act; to comply with tribal codes; state laws regarding gratuitous or reduced price alcoholic beverage or food or lodging; workers compensation system; and IRS reporting requirements and Bank Secrecy Act standards.

The Compact requires that if the Tribe fails to adopt tribal or applicable federal standards described above, the State statute or regulation will become the applicable standard by default.

### **Section 3. Scope**

The scope of application of this Ordinance shall be limited to the Gaming Operation or any other Class III gaming facility operated under any Class III gaming compact between the Tribe and the State of California.

### **Section 4. Definitions**

(A) “Gaming Operation” shall mean the Tribe’s casino facility and its operation.

(B) “Tribal Council” shall mean the Shingle Springs Rancheria Tribal Council which is the duly-elected governing body of the Shingle Springs Band of Miwok Indians and is authorized to act on behalf of the Tribe.

(C) “Tribal Gaming Commission” shall mean the Shingle Springs Tribal Gaming Commission.

(D) “Tribe” shall mean the Shingle Springs Band of Miwok Indians, its departments and entities.

### **Section 5. Public Health Standards for Food and Beverage Handling**

Pursuant to Section 12.3 (a) of the Amended and Restated Compact, the Tribe will, at a minimum, adhere to State public health standards for food and beverage handling set forth in Title 3, 17, and 19 of the California Code of Regulations.

The Gaming Operation will allow inspection of food and beverage services by the State of California and El Dorado County health inspectors, during normal hours of operation of the Gaming Facility, to assess compliance with these standards, unless inspections are routinely made by an agency of the United State government to ensure compliance with equivalent standards of the Unites State Public Health Service. Any report or writing by any inspector shall be transmitted to the State Gaming Agency and the Tribal Gaming Commission within twenty-four (24) hours of its issuance to the Gaming Operation.

Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the State or County health inspectors, but an alleged violation of the standards shall be treated as alleged violations of the Amended and Restated Compact.

### **Section 6. Federal Water Quality and Safe Drinking Water Standards**

Pursuant to Section 12.3 (b) of the Amended and Restated Compact, the Tribe will, at a minimum, adhere to federal water quality and safe drinking water standards applicable in California set forth in Title 40 of the United States Code of Federal Regulations and as adopted by the California Environmental Protection Agency and the California Code of Regulations.

Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the State or County health inspectors.

### **Section 7. Building and Safety Standards**

Pursuant to Section 12.3(c) and 6.4.2 of the Amended and Restated Compact the Gaming Facility will, at a minimum, comply with all applicable codes. Any modifications or expansions made to the Gaming Facility, shall meet or exceed the Applicable Codes.

### **Section 8. Federal Workplace and Occupational Health and Safety Standards**

Pursuant to Section 12.3 (d) of the Amended and Restated Compact, the Tribe will, at a minimum, adhere to federal workplace and occupational health and safety standards including, but not limited to, 25 CFR 1910, 1200; 41 CFR 60; 29 CFR 525.14, 825.300, 825.402.

Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of those State or County health inspectors, but any alleged violations of the standards shall be treated as an alleged violation of the Compact.

### **Section 9. Public Health and Safety Compliance**

Pursuant to Section 12.3 (e) of the Amended and Restated Compact, the Tribe will adopt and comply with tribal codes to the extent consistent with provision of the Amended and Restated Compact and other applicable federal law regarding public health and safety.

Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the State or County health inspectors.

### **Section 10. Alcoholic Beverages, Food, or Lodging Incentive or Enticement**

In compliance with Section 12.3 (h) of the Amended and Restated Compact, the Tribe has obtained a liquor license from the Alcoholic Beverage Control Board and will comply with State laws, if any, prohibiting a gaming enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages for no charge or at reduced prices at the Gaming Operation as an incentive or enticement. There is currently no state law prohibiting a gaming operation from providing food or lodging at no charge or for reduced prices at the Gaming Operation.

### **Section 11. IRS Reporting Requirements and Bank Secrecy Act**

Pursuant to Section 12.3 (j) of the Amended and Restated Compact, the Tribe adopts all provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. Sec. 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to the Gaming Operation.

### **Section 12. Fair Labor Standards Act**

Pursuant to Section 12.3 (k) of the Amended and Restated Compact, the Tribe will at a minimum, adhere to the standards of the Fair Labor Standards Act set forth in 29 U.S.C. Section 201, et. seq., and the United States Department of Labor regulations implementing the Fair Labor Standards Act set forth in 29 C.F.R. Section 500, et seq.

### **Section 13. Severability**

If any clause, sentence, paragraph, section, or part of this Ordinance shall, for any reason be adjudicated by any Court of competent jurisdiction, to be invalid or unconstitutional, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which the judgment shall have been rendered.

**Section 14. Sovereign Immunity**

Nothing in this Ordinance shall be deemed to waive the sovereign immunity of the Tribe or any of its enterprises, officers, agents, or employees.

**Section 15. Effective Date, Amendment**

This Ordinance shall be effective upon execution. This Ordinance may be amended only in writing and after approval of the Tribal Council.

## **TITLE 6. ARBITRATION ORDINANCE**

The Shingle Springs Band of Miwok Indians is a federally recognized Indian tribe as listed in the Federal Register notice of March 22, 2007, and pursuant to Article III, Section 1, of the Shingle Springs Rancheria Articles of Association, the Shingle Springs Tribal Council is the governing body of the Tribe. Pursuant to such authority, the Tribal Council is vested with the power to enact tribal ordinance and resolutions for the benefit of the Tribe and its members.

### **Section 1. Short Title and Purpose**

- A. Short title. This Ordinance shall be entitled “The Shingle Springs Arbitration Ordinance of 2006.”
- B. Purpose. It is the purpose of this Ordinance to authorize the arbitration of disputes in contractual agreements and to provide for the enforcement of agreements to arbitrate, and the enforcement of resulting arbitration awards, by the dispute resolution body of the Shingle Springs Band (the “Tribe”), whether a tribal court, the Shingle Springs Tribal Council, or other body or forum (“Tribal Court”).

### **Section 2. Scope of Ordinance and Repeal of Inconsistent Provisions**

- A. Scope. This Ordinance applies to any written contract or other instrument, or any agreement in any contract or instrument, validly entered into by the Tribe, or by any authorized subdivision, instrumentality, component, or agency of the Tribe, or by any other person in a transaction that is subject to the jurisdiction of the Tribe, in which (1) the parties thereto agree to settle by arbitration any controversy arising out of such contract or instrument, and (2) the Tribal Council designates, by resolution validly approved, that this Ordinance shall apply.
- B. Inconsistent Provisions. Any prior legislation or other laws of the Tribe (“tribal laws”) that are inconsistent with the purpose and procedures established by this Ordinance are hereby repealed to the extent of any such inconsistency. Any prior tribal laws whose principal purpose was to authorize the arbitration of disputes in contractual arrangements or to provide for the enforcement of agreements to arbitrate, are hereby repealed.

### **Section 3. Enforceability of Agreements to Arbitrate**

Any agreement by the Tribe or by any authorized subdivision, instrumentality, component, or agency of the Tribe, validly entered into pursuant to all applicable law and in accordance with Section 2A here (an “Authorized Agreement”), shall be valid and enforceable.

### **Section 4. Law to be Applied**

- A. In any Authorized Agreement, the parties may agree upon the jurisdiction whose substantive law shall govern the interpretation and enforcement of the contract, instrument

or controversy. Such choice of law shall be valid and enforceable, and not subject to revocation by one party without the consent of the other party or parties thereto.

- B. In any proceeding in the Tribal Court relating to a contract or other instrument within the scope of Section 2A hereof, whenever the contract or other instrument in which an Authorized Agreement appears sets forth a choice of law provision, the Tribal Court shall apply the procedural rules of the Tribal Court and the substantive law of the jurisdiction selected in such choice-of-law provision; *provided* that no procedural rule of the Tribal Court shall bar, unreasonably delay or impair any action, proceeding or remedy where such action, proceeding or remedy would not be barred, unreasonably delayed or impaired by the procedural rules of the courts of the jurisdiction whose substantive law applies.
- C. In any proceeding in the Tribal Court relating to a contract or other instrument within the scope of Section 2A hereof, whenever the contract or other instrument does not set forth a choice of law provision, the Tribal Court shall apply the substantive law of the Tribe, including any applicable choice-of-law principles.

#### **Section 5. Stay of Proceedings in Tribal Court and Order to Proceed with Arbitration**

- A. If any action for legal or equitable relief or other proceeding is brought in the Tribal Court by any party to any contract or instrument within the scope of Section 2A hereof, the Tribal Court shall not review the merits of the underlying action or proceeding, but shall stay the Tribal Court action or proceeding until an arbitration has been had in compliance with the agreement.
- B. A party to any contract or other instrument within the scope of Section 2A hereof claiming the neglect or refusal of another party thereto to proceed with an arbitration thereunder, may make application to the Tribal Court for an order directing the parties to proceed with arbitration in compliance with their Authorized Agreement. In such event, the Tribal Court shall order the parties to arbitration in accordance with the provisions of the Authorized Agreement and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

#### **Section 6. Advice of the Court on Tribal, State or Federal Law**

At any time during an arbitration authorized hereunder, upon request of all the parties to the arbitration, the arbitrator(s) may make application to the Tribal Court for advice on any question of Tribal law or state or federal law arising in the course of the arbitration so long as such parties agree in writing that the advice of the Tribal Court shall be final as to the question presented and that it shall bind the arbitrator(s) in rendering any award. The arbitrator(s) may make application to any state or federal court of competent jurisdiction for advice on any question of state or federal law arising in the course of the arbitration so long as such parties agree in writing that the

advice of such state or federal court shall be final as to the question presented and that it shall bind the arbitrator(s) in rendering any award.

### **Section 7. Notice to the Parties**

An arbitration award shall be in writing and signed by the arbitrator(s). The arbitrator(s) shall provide written notice of the award to each party as required by applicable law or rule or, if not otherwise so specified, by certified or registered mail, return receipt requested.

### **Section 8. Application for Order Confirming Award; Record to be Filed with Clerk of Court; Effect and Enforcement of Judgment**

- A. At any time within one year after an arbitration award has been rendered in accordance with this Ordinance and the parties thereto notified thereof, any party to the arbitration may make application to the Tribal Court for an order confirming the award.
- B. Any party applying to the Tribal Court for an order confirming an arbitration award shall, at the time the award is filed with the clerk of the Tribal Court for entry of judgment thereon, file true and correct copies of the following papers with the clerk: (1) the agreement to arbitrate; (2) the Tribal Council resolution approving application of this Ordinance; (3) written identification of the arbitrator(s) and any material documenting the selection or appointment of the arbitrator(s); (4) any written agreement requiring the reference of any question as provided in Section 6 hereof; (5) each written extension of the time, if any, within which to make the award; (6) the award; and (7) evidence that all parties to the arbitration have received notice of the filing or the intent to file an application to the Tribal Court for confirmation of the arbitration award.
- C. An arbitration award shall not be subject to review or modification by the Tribal Court, but shall be confirmed strictly as provided by the arbitrator; *provided* that the Tribal Court may nevertheless decline to enforce any arbitration award if it finds that any of the following occurred:
  - 1. the award was procured by corruption, fraud, or undue means;
  - 2. there was evident partiality or corruption in the arbitrator(s);
  - 3. the arbitrator(s) were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or were guilty of any other misbehavior by which the rights of any party have been prejudiced; or
  - 4. the arbitrator(s) exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Where an arbitration award is so vacated, the Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s).

- D. In any of the following cases where the Tribal Court is authorized to make an order regarding arbitration, the Tribal Court may make an order modifying or correcting the arbitration award upon the application of any party to the arbitration:
1. where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;
  2. where the arbitrator(s) have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted; or
  3. where the arbitration award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to affect the intent thereof and promote justice between the parties.

- E. The judgment confirming an award shall be docketed as if it were rendered in a civil action in Tribal Court. The judgment so entered shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in the Tribal Court. When the award requires the performance of any other act than the payment of money, the Tribal Court may direct the enforcement thereon in the manner provided by law.

### **Section 9. Arbitration Award Not Appealable**

No further appeal may be taken from an order issued by the Tribal Court pursuant to this Ordinance enforcing an agreement to arbitrate or an award issued by an arbitrator.

### **Section 10. Jurisdiction of the Tribal Court**

To the extent allowed by federal law, the jurisdiction of the Tribal Court over any action to enforce an agreement to arbitrate, to compel arbitration pursuant to such an agreement to arbitrate and to enforce an award made by an arbitrator pursuant to such agreement to arbitrate, contained in any contract, agreement or other instrument described in Section 2A of this Ordinance, shall be concurrent with the jurisdiction of any state or federal court over such contract, agreement or other instrument. Any consent to the jurisdiction of a state or federal court contained in an Authorized Agreement, and any waiver of the obligation of the parties to exhaust Tribal Court remedies shall be valid and enforceable in accordance with its terms when approved in writing by the Tribal Council.

## **Section 11. Police Powers and Judgment Enforcement Remedies**

The Tribe's police powers shall be available to secure and support any arbitration award rendered in accordance with this Ordinance, and all police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by the Tribal Court pursuant to this Ordinance.

## **TITLE 7. GAMING COMMISSION CONFLICT OF INTEREST CODE**

**WHEREAS**, the Shingle Springs Rancheria Tribal Gaming Commission ("TGC") is the duly-appointed regulatory body of the Red Hawk Casino and is authorized to act on behalf of the Tribe; and

**WHEREAS**, Shingle Springs Band of Miwok Indians ("Tribe") is a federally recognized and acknowledged Tribe; and this Code shall be known as the "Shingle Springs Tribal Gaming Commission Conflict of Interest Code" ("Conflict of Interest Code"); and

**WHEREAS**, this Conflict of Interest Code is adopted by the Shingle Springs Tribal Gaming Commission, in compliance with Section 8.3 of the Tribal-State Gaming Compact ("Compact"), approved by the Assistant Secretary of Interior on May 5, 2000. The Shingle Springs Tribal Gaming Commission ("TGC") is the regulatory agency established by the Shingle Springs Band of Miwok Indians ("Tribe") to oversee gaming regulation on Tribal lands. The work of the TGC is sensitive in nature and the TGC members maintain high moral and ethical standards to avoid conflicts of interest. The purpose of this Conflict of Interest Code is to assure that the TGC members are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under the Compact. This Conflict of Interest Code is applicable to all members of the TGC during the term(s) of their service; and

**WHEREAS**, prior to participating in the TGC matters, all prospective TGC members and employees shall be investigated and deemed suitable under the Tribe's Ordinance. To make a suitability determination, the Tribe shall require each prospective member and employee to follow the procedures required for conducting background investigations for a "Class A" gaming license. If the Tribe so requests, the background investigations may be conducted with the assistance of outside sources. Conclusions reached from the investigations shall be deemed confidential. If the Tribe concludes that a prospective TGC member or employee is not suitable under the above criteria, the candidate shall be notified to that effect and may withdraw his or her name from consideration; and

**WHEREAS**, TGC members shall, in all matters within the scope of their responsibility on the TGC, act in a fair and impartial manner in all dealings with Tribal community members, license applicants, employees, and the public. Members of the TGC shall not use their positions as members to inappropriately influence others in regulatory and licensing matters, TGC hiring or firing, in business or personal relationships, or to seek or accept advantages or rewards not generally available to other members of the Tribe; and

**WHEREAS**, members of the TGC and all TGC employees shall sign an oath of confidentiality and shall not disclose confidential or privileged information regarding the TGC or information regarding licensing or regulatory matters that come before the TGC in the scope of its duties and

responsibilities. No TGC member shall disclose confidential information gained by reason of his or her official position or otherwise use such information for personal gain or benefit; and

**WHEREAS**, TGC members shall not accept gifts from any person or business holding or seeking to obtain a license, contract, or financial relationship with the gaming operation unless otherwise authorized in connection with or related to the discharge of their duties as TGC members. Members shall not use their position to secure privileges or exemptions for themselves or family members. TGC members, as Tribal officials, are authorized to accept those benefits generally made available to other Tribal officials, with the exception of any benefit related to gaming. Permissible benefits may include traditional gifts or awards received as part of a traditional ceremony or custom, unsolicited advertising or promotional materials of nominal value, and food or refreshments in the ordinary course of a meeting or other occasion where the TGC member is properly in attendance; and

**WHEREAS**, TGC members shall not transact business in their official capacities with any Gaming Resource Supplier in which the TGC member is an officer, board member, commissioner, committee member, employee, or in which they have an ownership interest; and

**WHEREAS**, TGC members and employees shall agree to comply with the policies and regulations adopted, as applicable to the TGC, including those that may be adopted in the future; and

**WHEREAS**, TGC members shall not show favoritism to, nor participate in any suitability or licensing decisions pertaining to any immediate family member (parents, spouse, brother, sister, child, grandparent, or grandchild), while functioning in an official capacity with the TGC; and

**WHEREAS**, TGC members and employees shall agree not to participate in gaming activities at any Shingle Springs gaming facility under TGC regulation, with the exception of activities offered as part of a special session conducted for Tribal members or Tribal employees only and closed to the general public; and

**WHEREAS**, TGC members or employees who are alleged to have violated any provision of this Conflict of Interest Code may be recommended for removal or dismissal from the TGC. Any member found to have acted in a corrupt or compromised manner shall be promptly removed as a member of the TGC under removal procedures set forth in the Tribe's Gaming Ordinance; and

**WHEREAS**, this Conflict of Interest Code has been adopted by the TGC on December 16th, 2008, and may be amended, as appropriate, and consistent with requirements under applicable law.

## **TITLE 8. CASINO TORT CLAIMS ORDINANCE**

### **Section 1. Purpose**

In accordance with Section 12.5(b) of the Amended and Restated Tribal State Compact between The State of California and the Shingle Springs Band of Miwok Indians, this Ordinance is created to provide a fair process for Claimants to resolve Tort Claims alleged to have happened while visiting the Tribe's Gaming Facility.

### **Section 2. Sovereign Immunity**

If the Claimant has exhausted the Tribal Dispute Process, the Tribe expressly waives its sovereign immunity and its right to assert sovereign immunity with respect to the arbitration or the Tribal Court hearing of claims of bodily injury, personal injury, or property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's Land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility. This waiver shall not apply to:

1. Punitive damages.
2. The portions of claims that exceed either ten million dollars (\$10,000,000) or the Policy limits, whichever is greater.

### **Section 3. Tribal Dispute Resolution Process**

The Claimant must first exhaust the Tribal Dispute Resolution Process before he or she may bring a Claim under this Ordinance to Tribal Court or arbitration. The process for Tribal Dispute Resolution shall be;

**Step 1.** When a Claimant believes they have suffered an injury or damage covered by this Ordinance they must inform the Risk Manager of the Casino.

**Step 2.** Upon notice that a Claimant claims to have suffered an injury or damage covered by this Ordinance, the Risk Manager shall provide notice by personal service, FedEx signed receipt, or certified mail, return receipt requested, that the Claimant is required within one hundred eighty (180) days to first exhaust the Tribal Dispute Process and if dissatisfied with the resolution, entitled to file his or her Claim in Tribal Court or arbitrate the Claim de novo before a retired judge. The Risk Manager shall also provide the Claimant with an Administrative Claim Form.

**Step 3.** The Claimant must file the Administrative Claim Form with Risk Management within one hundred eighty (180) days of receipt of written notice of the Tribal Dispute Process, as long as the notice complies with Step 2 above and the 180 day limit is prominently displayed on the front page of the notice. Any arbitration or Tribal Court

hearings shall be stayed until the completion of the Tribal Dispute Process or one hundred eighty (180) days from the date the Claim is filed in the Tribal Dispute Process, whichever first occurs, unless the Claimant receives written notice from the TPA exercising an extension of time. If the Claim is not being processed by the TPA, an extension of time may be exercised by mutual agreement of both parties.

**Step 4.** The Risk Manager shall investigate the Claim and inform the Claimant in writing, within twenty (20) days of receipt of the request, whether the Claim has been accepted, rejected, denied, or submitted to the TPA for claims handling.

**Step 5.**

- a) If the Risk Manager and/or TPA rejects the claim, the Claimant will be advised of any errors, in writing, and shall be allowed to resubmit the Administrative Claim Form within ten (10) days of the notice date; or
- b) If the Risk Manager denies the Claim, the Claimant has twenty (20) days from the date of the denial letter to request, in writing, that the Risk Manager submit the Claim for review by the TPA, otherwise the Claim will be forever barred.

**Step 6.** If requested by the Claimant, the TPA shall investigate the Claim and inform the Claimant, in writing whether the Claim has been accepted or denied. Any forms Claimant may receive from the TPA must be returned within fourteen (14) days of receipt.

**Step 7.** If the TPA denies the Claim, the Claimant has twenty (20) days from the date of the denial letter to request, in writing, to the Risk Manager that the Claim be reviewed by the Tribe's Legal Department, otherwise the Claim will be forever barred.

**Step 8.** If requested by the Claimant, the Tribe's Legal Department shall investigate the Claim and inform the Claimant in writing, within twenty (20) days of receipt of the request, whether the Claim has been accepted or denied.

**Step 9.** If the Tribe's Legal Department denies the Claim, or the Claimant is dissatisfied with the resolution, the Claimant has twenty (20) days from the date of the notice of denial to request that it be either arbitrated or heard in Tribal Court. The decision to choose either binding arbitration or the Tribal Court system shall be at the sole discretion of the Claimant. If the Claimant selects arbitration, he or she will be required to pay half of the cost. If the Claimant selects Tribal Court it will be at no cost to the Claimant.

#### **Section 4. Resolution by Tribal Court**

If the Claimant requests the dispute be settled in Tribal Court, the Tribe shall consent provided the following apply:

- A. Unless otherwise stated in this Ordinance, all Tribal Court rules and procedures shall apply.
- B. The title of the filed court claim shall be “Claimant v. Red Hawk Casino,” and all service shall go through the Risk Manager.
- C. Resolution of the dispute before the Tribal Court system shall be at no cost to the Claimant (excluding any cost, if any, incurred by the Claimant on their own, including Claimant’s attorney or expert witness fees).
- D. The decision of the Tribal Court shall be final and binding on both parties.
- E. The Tribe expressly waives its sovereign immunity and its right to assert sovereign immunity in connection with the Tribal Court’s jurisdiction and in any action to;
  - 1. Enforce the parties’ obligation to hear the matter in Tribal Court;
  - 2. Confirm, correct, modify, or vacate the judgment or award rendered in Tribal Court;
  - 3. Enforce or execute a judgment based upon the award.

### **Section 5. Resolution by Arbitration**

If the Claimant requests the dispute be settled in arbitration, the Tribe shall consent provided the following apply:

- A. The Claim shall be heard by a single arbitrator, who is a retired judge (“JAMS arbitrator”).
- B. The arbitration shall be conducted in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent).
- C. Discovery shall be governed by section 1283.05 of the California Code of Civil Procedure.
- D. The cost and expenses of arbitration shall be initially borne equally by the Tribe and the Claimant. Each party shall pay their share of the cost at the time of Claimant’s election of arbitration. The arbitrator may award costs to the prevailing party not to exceed those allowable in a suit in California Superior Court.
- E. The decision of the arbitrator shall be binding on both parties.
- F. Any party dissatisfied with the award of the arbitrator may at the party’s election invoke the JAMS Optional Arbitration Appeal Procedure (or if those rules no longer exist, the closest equivalent), provided that the party making such election must bear all costs and

expenses of JAMS and the JAMS arbitrators associated with the Appeal Procedure, regardless of the outcome.

- G. The Tribe expressly waives its sovereign immunity and its right to assert sovereign immunity in connection with the arbitrator's jurisdiction and in any action to;
1. Enforce the parties' obligation to arbitrate;
  2. Confirm, correct, modify, or vacate the arbitral award rendered in the arbitration;
  3. Enforce or execute a judgment based upon the award.

### **Section 6. Applicable Law**

California tort law shall govern all claims of bodily injury, personal injury, or property damage arising out of, connected with, or relating to the operation of the Gaming Operation, Gaming Facility, or the Gaming Activities, including but not limited to injuries resulting from entry onto the Tribe's Land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Facility, with the exception that California law providing for punitive damages shall not apply.

## **TITLE 9. ECONOMIC DEVELOPMENT ZONE ORDINANCE**

The Shingle Springs Band of Miwok Indians is a federally recognized Indian Tribe with powers of self-government over its people and its reservation, the Shingle Springs Rancheria, and pursuant to the Tribe's Articles of Association the Shingle Springs Tribal Council is a governing body of the Tribe and is authorized to act on behalf of the Tribe.

The Shingle Springs Tribal Council is empowered pursuant to Article IV, Section 1 of the Articles of Association to "administer Tribal assets and to manage all economic affairs and enterprises of the band", and the lands of the Shingle Springs Rancheria are the most important and valuable physical asset of the Tribe.

Proper administration of the lands of the Shingle Springs Rancheria is essential to the management of the economic affairs and enterprises of the Tribe.

The Tribal Council has consulted with economic development experts, and the Tribe's other professional consultants and has determined that at this time it appears based upon all available information that the most viable location for its gaming enterprise is in a specific location on the Rancheria; and

Based upon political, legal, and economic considerations, time is of the essence in making land available for the gaming enterprise, and in light of the above circumstances the Tribal Council believes it is necessary and in the best interest of the Tribe, to establish an Economic Development Zone in which all land uses incompatible with development of the Tribe's gaming enterprise cease in the near future.

The Tribal Council has enacted, and from time to time has amended, Assignment and Land Use Ordinances governing the use of the lands of the Shingle Springs Rancheria and, pursuant to those Ordinances, has granted assignments to tribal members conferring specific limited and terminable rights upon those members.

The Tribal Council recognizes that imposition of an Economic Development Zone may be inconsistent with the assignment rights of certain members which were granted pursuant to the Assignment Ordinance, and therefore may entitle members to compensation.

The Tribal Council has made a good faith effort to determine which tribal members may claim such rights, to discuss with those members the potential terms of settlement of their claims, and to agree tentatively upon the terms of settlement of each of them, and believes it has reached such tentative agreements with all affected members.

The Tribal Council acknowledges that despite its efforts it might not have identified all tribal members who have such rights, and that it therefore needs to provide notice to all tribal members of the establishment of the Economic Development Zone and the right to claim compensation, and the Tribal Council wishes to establish a process whereby any tribal member who believes his

or her assignment rights may be affected by imposition of the Economic Development Zone may have a reasonable opportunity to make a claim to that effect and seek compensation according to proof of entitlement.

The Tribal Council also wishes to use the same process to formalize the tentative agreements it has reached with the tribal members it has identified as affected by establishment of the Economic Development Zone,

Therefore, it is hereby ordained as follows:

- A. This Ordinance shall be referred to as the Economic Development Zone Ordinance of 2000.
- B. An Economic Development Zone ("EDZ") is hereby established. The EDZ includes all of the parcels identified in Exhibit A, attached hereto. Subject to the notice, claim, settlement and hearing process set forth below, and to the requirement of enactment of an Abatement Resolution as set forth below, property within the EDZ may be used only for the purposes of tribal government economic development, and only pursuant to resolution of the Tribal Council.
- C. All interests in real property located within the EDZ, including but not limited to the rights to use, occupy, and possess such property pursuant to tribal assignments, may be terminated upon 30 days written notice by resolution of the Tribal Council ("Abatement Resolution"), provided that the notice, claim, settlement and hearing process set forth below has been fully complied with by the Tribal Council prior to the enactment of any Abatement Resolution and provided further that the Abatement Resolution certifies such compliance. Use, occupancy, or possession of property within the EDZ prior to the enactment of an Abatement Resolution shall be considered a legal non-conforming use. Any tribal member may waive in writing the application to his or her Claim of any of the procedures of this Ordinance which are intended for his or her benefit.
- D. Any tribal member ("EDZ Claimant") who believes that establishment of the EDZ and the enactment of an Abatement Resolution pursuant to this Ordinance would affect a parcel within the EDZ in such a way as to entitle that person to compensation may file with the Secretary of the Tribal Council a claim (a "Taking Claim") asserting that interest and requesting compensation. No Taking Claim will be valid unless it is filed within thirty days from the date upon which notice is mailed to that person's last known address as set forth below, or posted on the affected parcel, whichever is later. Upon receipt of any Taking Claim, the Tribal Secretary shall log in a permanent record the date of receipt of the Claim and forward a copy of the Claim to the EDZ Settlement Committee and a copy to the Tribal Council.
- E. There is hereby established the EDZ Settlement Committee ("EDZ Committee"). The

EDZ Committee shall consist of three members, shall be appointed by majority vote of the Tribal Council, and shall continue to serve until disbanded by the Tribal Council. Members of the Settlement Committee may be removed by the Tribal Council only upon a showing of malfeasance or neglect of duty, and not as a result of the Council's disagreement with the content of their reports.

- F. Upon receiving a Taking Claim, the EDZ Committee shall immediately offer in writing to meet with the EDZ Claimant to negotiate a settlement of the Claim. The EDZ Committee shall meet and negotiate with any EDZ Claimant in an attempt to reach a fair resolution of that person's Taking Claim. The EDZ Committee shall conduct a reasonable factual investigation of the basis of the Taking Claim and the fairness of the amount of compensation requested by the EDZ Claimant. Based upon that investigation, if the EDZ Committee is able to reach tentative agreement with the EDZ Claimant on a settlement, it shall report that tentative agreement to the Tribal Council for its consideration. If the EDZ Committee is unable for any reason, despite its good faith efforts, to reach a tentative agreement with the Claimant within fourteen calendar days of its first written offer to meet with the EDZ claimant, it shall report to the Tribal Council and to the EDZ Claimant in writing that negotiations have failed and the reason for that failure.
- G. Upon receipt of a report of a tentative agreement, the Tribal Council may accept that agreement and finalize it by a resolution authorizing the Tribal Chairperson (or his/her designee) to sign a written EDZ Claim Settlement Agreement, or it may reject the agreement.
- H. In the event the Tribal Council rejects a reported tentative agreement, the EDZ Committee may continue negotiations with the EDZ Claimant and either repeat the process of reporting tentative settlements to the Tribal Council or, in its discretion, if it believes all reasonable likelihood of reaching agreement has ended, report to the Tribal Council and to the EDZ Claimant in writing that negotiations have failed. In any event, if the EDZ Committee has not reached a tentative agreement with the Claimant acceptable to the Tribal Council within thirty calendar days of its first offer to meet with the Claimant, such efforts shall terminate and the EDZ Committee shall notify Claimant and the Tribal Council that negotiations have failed. Any report to an EDZ Claimant of failure of negotiations shall contain a form for the Claimants use in requesting a Tribal Council hearing and notice of the time limitations in which to file the form.
- I. An EDZ Claimant shall have seven calendar days from his or her receipt from the EDZ Committee of a report that negotiations have failed in which to file with the Secretary of the Tribal Council a request in writing for a Tribal Council hearing on his or her Taking Claim.

- J. Upon receipt on a timely request for a Tribal Council hearing from an EDZ Claimant whose claim has been subject of a report by the EDZ committee that negotiations have failed, the Tribal Council Secretary shall schedule such a hearing not less than fourteen calendar days, not more than 30 calendar days, from his or her receipt of the request for a hearing.
- K. The Tribal Council shall conduct a fair hearing on the EDZ Claimant's claim. At such hearing, the EDZ Claimant shall be entitled to a reasonable opportunity to present any evidence reasonably related to the issues of his or her claimed property rights and the amount of compensation sought. The EDZ Claimant shall be entitled to examine all evidence offered against his or her claim, and to question any witness who offers evidence against his or her claim, and shall be entitled to make reasonable legal and equitable arguments in support of the claim. The EDZ Claimant may have the assistance of an attorney or other advocate at his or her own expense.
- L. Upon completion of its consideration of the evidence and argument of the EDZ Claimant, the Tribal Council shall, by majority vote, render a written decision on the EDZ Claim, including in that decision the reasons for it. The decision of the Tribal Council shall be final.
- M. Any Taking Claim may be settled or decided by the Tribal Council in two parts. One part of such a settlement or decision may provide compensation as a result of the actual enactment of the EDZ Ordinance and the potential thereby created that an Abatement Resolution may be enacted without further recourse by the tribal member and with short notice to vacate. The other part of a two-part settlement or decision may provide compensation in the event an Abatement Resolution is actually enacted and the tribal member is actually required to vacate the property.
- N. Upon request to the Tribal Council by any claimant or potential claimant based upon good cause, the Tribal Council may extend for a reasonable period of time any deadline established by this Ordinance.
- O. The Secretary of the Tribal Council shall cause notice of the enactment of this Ordinance to be provided to all members of the Shingle Springs Band of Miwok Indians by causing this Ordinance, its Exhibits, and the model claim form:
  - 1. To be mailed, first class mail, certified return receipt requested to every person who is a member of the Shingle Springs Band of Miwok Indians at that person's last known address;
  - 2. To be posted in a conspicuous location at the main tribal office and at the tribal center; and

3. To be posted in a conspicuous location on each separate parcel within the EDZ.
- P. To the extent that this Ordinance may be inconsistent with the existing Assignment Ordinance, Land Use Ordinance, or any other tribal law, this Ordinance shall govern and such prior enactments shall be deemed to be amended by this Economic Development Zone Ordinance so that such inconsistencies are resolved.

**TITLE 10. EXTENSIONS OF CREDIT, CHECK CASHING, AND AUTOMATIC  
TELLER MACHINES (ATM'S) STANDARDS**

The Shingle Springs Band of Miwok Indians ("Tribe") is a federally-recognized Indian tribe conducting gaming activities pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. Section 2700, *et seq.* and in accordance with the Gaming Compact between the Tribe and the State of California originally executed on September 10, 1999 and subsequently amended on September 25, 2008 and subsequently amended on November 15, 2012 (hereinafter "Amended Compact");

Pursuant to Sections 10.2 (h) and (j) of the 1999 Compact, the Tribe, hereby adopts the following State standards regarding extensions of credit, check cashing, and automatic teller machine standards.

**Section 1. Extensions of Credit**

The Tribe's Gaming Operation ("Gaming Operation"), may extend credit to a patron if, prior to extending credit to the patron, the Gaming Operation determines that an extension of credit is not prohibited by any statute, law, regulation, or local ordinance. The Gaming Operation may not extend credit to a gambling business or third party provider of a proposition player that is banking games in any establishment owned by the Tribe. The Gaming Operation may not extend credit to an employee of the Tribe to act as a "house prop player" or "public relations player."

All other extensions of credit will comply with the following:

- A. Prior to extending credit to a patron for the first time, the Gaming Operation will ensure that the person requesting the credit is positively identified by examining the patron's unexpired government-issued form of identification evidencing residence and bearing a photograph of the patron, such as a driver's license, passport, or tribal identification card. In addition, the Gaming Operation must ensure that one of the following has been met:
  - 1. Receipt of patron information on a credit application form which includes the patron's name and signature, current address, telephone number, social security number, band and/or trade references, employment and income information to form an assessment of the patron's financial situation and collateral circumstances of the patron;
  - 2. Receipt of a signed and dated authorization from the patron to access their consumer credit report from a bona fide credit-reporting agency to show the patron has an established credit history consistent with approved credit policies and/or receipt of information from a bona fide credit-reporting agency that the patron has an established credit history consistent with approved credit policies;

3. Examination of records of previous credit transactions with the patron, if any, showing that the patron has paid in a timely manner all credit instruments and/or otherwise documents that it has a reasonable basis for extending the amount to the patron.
- B. Owner, The Gaming Operation Executive Management or designated key employee other than a dealer must approve any credit application.
  - C. No credit may be extended to any patron who has signed a self-exclusion form or has self-restricted access to credit for the time period of the exclusion or restriction.
  - D. The Gaming Operation must notify the patron of the issuance or denial of credit. The notification for issuing credit shall include the date of issuance, terms of repayment, and interest charges, if applicable. If a patron is denied credit, the notification shall include the justification for denial in compliance with California Civil Code 1785.20.
  - E. A copy of any consumer credit report obtained by the licensee shall be kept on file with the card room and made available to a denied patron upon request.
  - F. For each patron that is issued credit, the following information shall be collected and maintained:
    1. Patron's name, current address, and telephone number;
    2. A photocopy of the patron's unexpired government-issued form of identification evidencing residence and bearing a photograph of the patron, such as a driver's license, passport, or tribal identification card;
    3. Basis upon which credit verified, as listed in subsection A;
    4. Documentation of authorization by a person designated by management to approve credit;
    5. Authorized credit limit and means of repayment of obligations;
    6. Payment schedule;
    7. Credit balance outstanding and payments; and
    8. The patron's signature on a credit agreement.
  - G. If payment upon an extension of credit is delinquent for more than 90 days, the person to whom credit was extended shall be prohibited from obtaining additional credit until the amount owed is paid in full.

- H. Delinquent extensions of credit will be collected by the Gaming Operation's accounting or financial department which is authorized to utilize every means available to the Tribe to collect such delinquent accounts. Written or electronic records shall be maintained on each attempt to collect on delinquent credit accounts. The accounting or financial department, under the direction of the TOA will determine the maximum amount to be advanced to each individual, the maximum time an extension of credit will be outstanding, and any repayment terms associated with extensions of credit.

## **Section 2. Check Cashing Standards**

The Gaming Operation shall not permit an employee to cash any check if cashing such a check is prohibited by any statute, regulation, or ordinance. No Gaming Operation employee shall be permitted to cash any check drawn against any federal, state, county, city, or other government fund, including, but not limited to, social security, unemployment insurance, disability payments, or public assistance payments, as outlined in California Business and Professions Code section 19841, subdivision (q), unless the check is for wages or the payment of goods or services.

If the Gaming Operation does not deposit a patron's check within three banking days of receipt, the Gaming Operation shall be considered to have extended credit to the patron.

If the Gaming Operation does cash the check of a patron, the following standards will apply:

- A. The Gaming Operation will not allow a patron to repurchase an uncashed personal check with a subsequent personal check or checks, unless that patron has been approved for an extension of credit as provided in Section 1 and the amount of the check to be replaced is within the patron's credit limit.
- B. Prior to cashing a check for a patron, the cage cashier shall determine that:
1. The patron presenting the check has not signed a self-exclusion form or self-restriction access to check cashing for the time period of the exclusion or restriction;
  2. Cashing such check is not prohibited;
  3. Cashing such check conforms to the Gaming Operation's approval process;
  4. The check is for a specific amount and within the established check amount limit, with the current date; and
  5. The check is payable to the Red Hawk Gaming Operation.

- C. If personal checks, cashier's checks, or payroll checks are cashed, the Gaming Operation or its designated employee shall examine and, if the patron is not approved for credit, record an unexpired government-issued form of identification evidencing residence and bearing a photograph of the patron, such as a driver's license or passport.
- D. Records of all returned checks shall be maintained by the Gaming Operation and shall include, at a minimum, the following:
  - 1. Date on the check;
  - 2. Name of the customer presenting the check;
  - 3. Amount of the check;
  - 4. Date(s) the check was dishonored;
  - 5. Date(s) the amount(s) of any collection received on the check after being returned by a bank;
- E. If a first-party check is dishonored, the person who proffered the check shall be prohibited from cashing additional personal checks until the amount owed is paid in full, but may replace a dishonored check in accordance with the policies of the Gaming Operation. This does not prohibit a person who presented a dishonored check from a third party or a dishonored two-party check from replacing the check.
- F. The Gaming Operation's accounting or financial department shall determine internal written procedures for the collection of checks dishonored for non-sufficient funds (NSF), including any charges for NSF checks, including a point in time that the NSF checks will be written off as a bad debt.
- G. If the Gaming Operation decides to charge a patron check-cashing fee, the Gaming Operation will obtain and maintain an unexpired California Department of Justice Cashing Permit.
- H. Checks accepted or credit instruments completed in accordance with this policy are valid and enforceable instruments.

### **Section 3. Automatic Teller Machine (ATM) Standards**

- A. The Gaming Operation shall not have an ATM (automatic teller machine, cash or voucher dispensing machine) accessible by an individual while physically seated at a gambling table, unless otherwise required under the Americans with Disabilities Act.
- B. ATMs shall be configured to reject Electronic Benefit Transfer cards (EBTs) issued by the State of California, Tribal TANF, or any city and county therein.

## **TITLE 11. OFF-RESERVATION ENVIRONMENTAL IMPACT ORDINANCE**

The Shingle Springs Band on June 19, 1976, did adopt the Articles of Association for the management of all Tribal affairs, and Article VI, Section 1(d) of the Shingle Springs Rancheria Articles of Association authorizes the Tribal Council to regulate, by preexisting land use ordinances, development of all Tribal lands, whether assigned or unassigned, and to manage, lease or otherwise operate all unassigned Tribal property. It is the desire of the Band to implement§ 10.8 of the Gaming Compact, dealing with off-reservation environmental impacts.

### **Section 1. Jurisdiction**

The provisions of this ordinance shall apply to the entire territory of the Shingle Springs Rancheria as it currently exists, and to such future annexations of property as are approved by the Tribal Council.

### **Section 2. Administration**

The Shingle Springs Tribal Council shall administer the provisions of this ordinance, and shall propose future amendments to this ordinance, as it deems necessary and prudent.

### **Section 3. Off-Reservation Environmental Impacts**

This section implements Section 10.8 of the Gaming Compact and is to be construed so as to fulfill the purposes of that Section in a manner which shall represent a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) consistent with the Band's governmental interests. This section is enacted under the inherent sovereign authority of the Shingle Springs Band of Miwok Indians, and pursuant to Article VI, Section 1(d) of the Shingle Springs Rancheria Articles of Association, which authorizes the Tribal Council to regulate the use and development of all Tribal Lands, whether assigned or unassigned, and to manage, lease or otherwise operate all unassigned Tribal property.

- A. These procedures apply to all major actions undertaken by the Band involving any Gaming Facility owned by the Band significantly affecting the human environment including any expansion or significant renovation or modification of such a facility, or any significant excavation, construction, or development associated with such facility.
- B. The Tribal Council shall represent the Band and be the lead agency for purposes of complying with this section in the manner set forth below.
- C. Unless otherwise specified herein, guidance in construing the terms used in this section may be found in NEPA and the Council on Environmental Quality NEPA Regulations (40 CFR Parts 1500-1508).

D. In all cases where explicit direction is not given by this Ordinance the Band is to be guided by the policies and purposes of NEPA and CEQA or either of them (when they differ), consistent with the Band's governmental interests.

E. The Band's environmental documentation is set out below:

1. The Band may by Tribal Resolution adopt a list of categorical exclusions covering those actions which do not significantly affect the off-reservation quality of the human environment individually or cumulatively and which shall be exempt from further analysis under this ordinance.
2. For those actions not covered by categorical exclusions, the Band is to prepare a brief environmental assessment (10 to 15 pages) to determine whether there may be significant off-reservation environmental impacts.
3. If the Band determines there will be no such significant environmental impacts, it will prepare a finding of no significant impact.
4. If the Band determines there may be such significant environmental impacts, it will prepare an environmental impact statement.
5. The environmental documents required by this subsection shall be prepared by or with the assistance of persons qualified by training, education, or experience to undertake the analyses required by this Section.
6. The Band shall act through the Tribal Council, whose actions shall be in the form of a written resolution.

F. The Band shall inform the public as follows:

1. Prior to commencement of any action which may significantly affect the off-reservation human environment the Band shall inform the public in the manner required by 40 CPR§ 1506.6.
2. Such notifications shall additionally include:
  - a. Consultation with the El Dorado County Board of Supervisors, meeting with the Board to discuss mitigation of significant off-reservation environmental impacts.
  - b. Meeting with those members of the public residing off reservation within the vicinity of the Gaming Facility, such as might be adversely affected by the proposed action.

- c. Keeping those described in subparagraphs (a) and (b) above apprised of the action's progress.
  - d. When an environmental assessment or environmental impact statement has been prepared, providing notice to the State Clearinghouse in the Office of Planning and Research and receiving and responding to comments in the environmental documents from the public and affected agencies of government.
- G. In preparing the environmental documents in subparagraph (d) above the Board may employ procedures including tiering and incorporation by reference with respect to any prior environmental document prepared by the Band or any NEPA or CEQA document prepared by any Federal, State, or local agency or agencies so as to reduce duplication and avoid undue delay.
- H. The Band shall make good faith efforts to mitigate any and all significant adverse off-reservation environmental impacts.
- I. The Tribal Council's resolution shall represent the final action for the Band, and there shall be no right of appeal.
- J. The Band shall cooperate with the State in good faith in the manner set out in Section 10.8.3 of the Compact.
- K. Nothing in this Section shall be deemed to limit, modify, waive, or otherwise affect the sovereign immunity of the Band from unconsented suit. This Section is solely for the purpose of establishing internal procedures for the Band to consider the significant effects of its actions on the environment outside the Reservation, and nothing in this Section shall be construed to create a cause of action.

## **TITLE 12. SALES AND TRANSIENT OCCUPANCY TAX ORDINANCE**

### **Section 1. Title**

This Ordinance shall be entitled "The Shingle Springs Sales and Transient Occupancy Tax Ordinance".

### **Section 2. Findings**

- A. The Shingle Springs Band of Miwok Indians ("the Tribe") is a federally-recognized Indian tribe, and the beneficial owner of the Shingle Springs Rancheria.
- B. Pursuant to Article I of the Tribe's Articles of Association, the territorial jurisdiction of the Tribe extends to all lands which now and hereafter comprise the Shingle Springs Rancheria.
- C. Pursuant to Article III of the Tribe's Articles of Association, the Shingle Springs Tribal Council ("Tribal Council") is the governing body of the Tribe. Pursuant to Article IV of the Articles of Association, the Tribal Council is empowered to manage, lease, and operate all unassigned Tribal Lands, to charter tribal enterprises, corporations, and association, to administer tribal assets and manage all economic affairs and enterprises of the Tribe, including the ability to generate revenue, and to exercise the Tribe's inherent sovereign authority for the protection of public health and safety.
- D. Pursuant to Section C of the Memorandum of Understanding and Intergovernmental Agreement Between the County of El Dorado and the Tribe, the Tribe agrees to collect a sales and hotel tax akin to that being charged by others such entities in El Dorado County, so as not to place such private business at a competitive disadvantage.
- E. Pursuant to Section C of the Memorandum of Understanding and Intergovernmental Agreement Between the County of El Dorado and the Tribe, the Tribe agrees to pay to the County \$500,000 annually for 20 years of the life of the Tribe's Tribal-State Gaming Compact in recognition of the fact that the Tribe's gaming enterprise is not subject to state taxation.

### **Section 3. Sales Tax**

The Tribe hereby adopts and imposes a sales or gross receipts tax equivalent to the sales tax imposed in El Dorado County under the laws of the State of California upon the gross receipts from all sales of tangible personal property, consisting of food, goods (including tobacco products), wares, merchandise, alcoholic beverages, and building materials and equipment sold at retail to consumers within the jurisdiction of the Tribe.

### **Section 4. Transient Occupancy Tax**

The Tribe hereby adopts and imposes a transient occupancy tax equivalent to the occupancy tax imposed in El Dorado County under the laws of the State of California. This tax shall constitute a percentage of the rents charged to any transient by the operator of any hotel or motel facility located within the jurisdiction of the Tribe.

## **TITLE 13. SECURED TRANSACTIONS ORDINANCE**

**WHEREAS**, the Shingle Springs Band of Miwok Indians is a federally recognized Indian tribe as listed in the Federal Register notice of March 22, 2007;

**WHEREAS**, pursuant to Article III, Section 1, of the Shingle Springs Rancheria Articles of Association, the Shingle Springs Tribal Council is the governing body of the Tribe; and

**WHEREAS**, pursuant to such authority, the Tribal Council is vested with the power to enact tribal ordinances and resolutions for the benefit of the Tribe and its members.

**NOW, THEREFORE, BE IT KNOWN** that the Tribal Council of the Shingle Springs Rancheria does ordain as follows:

### **Section 1. Title and Purpose**

- A. Title. This Ordinance shall be known as the “Secured Transactions Ordinance.”
- B. Purpose. The purpose of this Ordinance is to recognize that under the law of the Shingle Springs Band of Miwok Indians (the “Tribe”), except as otherwise provided in this Ordinance, secured parties shall have the same rights with respect to collateral subject to the sovereign authority of Tribe as would exist if all aspects of the security interest (including but not limited to its creation, attachment, perfection and priority) had been governed by the California UCC, without regard to the choice of law principles set forth therein.

### **Section 2. Definitions**

In this Ordinance, the terms listed below shall have the following meanings:

- A. “California UCC” means the Uniform Commercial Code as adopted by the State of California at California Commercial Code (“CCC”), Section 1101 et seq., or as enacted in the statutes and laws of the State of California as amended from time to time in accordance with the laws of California.
- B. “Pledged Revenues” means all of a Tribal Party’s money, earnings, income and revenues, (and any proceeds thereof), and all of the Tribal Party’s rights to and interest with respect to receiving the foregoing before actual possession thereof, whether in the form of money, deposit accounts, investments, accounts, instruments or other assets, and the proceeds thereof, in which such Tribal Party has granted a security interest to a secured party in a writing signed by the Tribal Party.
- C. “Tribal Lands” means all lands within the Shingle Springs Rancheria (the Tribe’s federally recognized reservation) and all lands held by the United States in trust for the

benefit of the Tribe or individual members of the Tribe over which the Tribe possesses jurisdiction.

- D. “Tribal Party” means any of the Tribe and any division, subdivision, branch, department, board, committee, commission, agency, authority, enterprise, instrumentality, component or entity wholly-owned or wholly-controlled, directly or indirectly, by the Tribe, along with the successors and assigns of each.

Any undefined terms that are defined in the California UCC are used in this Ordinance with the meanings that apply in the California UCC.

### **Section 3. Scope**

- A. This Ordinance shall apply to all security interests and collateral subject to the sovereign authority of Tribe to the same extent provided in CCC § 9109, except that CCC § 9109(c) and CCC § 9109(d)(17) shall be ineffective to limit the application of the California UCC in accordance with this Ordinance.
- B. This Ordinance is intended to be a law, within the meaning of CCC § 9307(c), which generally requires information concerning the existence of a non-possessory security interest to be made generally available in a filing, recording, or registration system as a condition or result of the security interest’s obtaining priority over the rights of a lien creditor with respect to the collateral.

### **Section 4. Laws Applicable to Security Interests**

- A. With respect to any security interest to which this Ordinance applies, except as provided elsewhere in this Section 4, the rights and obligations of any person shall be governed as if the California UCC applied fully thereto, including those rights and obligations related to enforcement of a security interest or arising after a default.
- B. Except as provided elsewhere in this Section 4, the perfection, effect of perfection or nonperfection and priority of any security interest to which this Ordinance applies shall be determined as if the California UCC applied fully thereto and as if each debtor were (for purposes of CCC § 9301 through CCC § 9342) located in the State of California and as if the Tribal Lands were located in the State of California.
- C. Notwithstanding any provision of the California UCC or this Ordinance to the contrary, a security interest granted by a Tribal Party in Pledged Revenues shall be created and attach upon the giving of value and the granting of such security interest in a writing executed by that Tribal Party. Such security interest may be perfected only by the filing of an initial financing statement in the same manner and in the same location as if all of such Pledged Revenues were accounts.

- D. For the avoidance of doubt, no UCC financing statement shall be required to be filed with the Tribe or the District of Columbia, nor shall any filing, if filed, be effective.

### **Section 5. Amendment**

Once applicable to any security interest, this Ordinance shall remain in effect with respect to that security interest until all obligations secured thereby have been fully and finally discharged or otherwise fully satisfied, except that this Ordinance may be amended with the prior written consent of each secured party or, absent such consent, with prior notice to each secured party and only to the extent such amendment is not materially adverse to any secured party with respect to any security interest.

### **Section 6. Effective Date and Repealer**

- A. Any prior tribal secured transactions act or law is hereby repealed in its entirety, *provided, however*, that any security interest created thereunder shall continue to be effective in accordance with its terms as a security interest under this Ordinance.
- B. To the extent any provision of any law, ordinance, resolution, motion or any other action of any Tribal Party heretofore taken is in conflict with any provision of this Ordinance, the provision of this Ordinance shall supersede and the conflicting provision shall be and hereby is repealed.
- C. This Ordinance is effective upon the date of its enactment.

### **Section 7. No Waiver of Immunity**

Nothing in this Ordinance shall waive or impair the Tribe's sovereign immunity or the sovereign immunity of any other Tribal Party

## **TITLE 14. TRIBAL TOBACCO TAX CODE**

The Shingle Springs Band of Miwok Indians (the “Tribe”) is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe.

The Tribe, on June 19, 1976 did adopt the Articles of Association for the management of all Tribal affairs. The Tribe seeks to exercise its sovereign powers by regulating certain conduct and levying a tax on the sale of tobacco within the jurisdiction of the Tribe; and has determined that assessing a tax on tobacco products will assist the Tribe in strengthening its government and providing funds for tribal government operations and services. The Tribal Council desires to enact a Tribal Tobacco Tax to carry out the intent of the Tribe.

The Tribal Council hereby levies a tax equal to 10% per pack of cigarettes sold, exclusive of any rebate, upon the sale of Tribal Tobacco by a Tribal Wholesaler for Sales within the exterior boundaries of the Reservation.

Tribal Tobacco products are required to have the Tribal Tax Stamp affixed to them.

The tax imposed by this resolution shall not apply to sales to Persons, customers, retailers or other wholesalers who intend to sell the product outside the exterior boundaries of the Reservation.

The impact of the tax levied by this resolution is declared to be on the Tribal Wholesaler.

The Tribal Wholesaler shall collect the applicable taxes when selling to a Tribal Retailer or other Persons intending to resell the tobacco products within the exterior boundaries of the Reservation.

Every Tribal Wholesaler is required to purchase all applicable tax stamps from the Tribe or its designee and the Tribe or its designee shall sell the applicable tax stamps to the Tribal Wholesaler at the applicable rate set by this resolution.

This tax applies to all Sales of Tribal Tobacco effective as of the date this resolution is adopted by the Tribal Council.

This resolution is intended to have the full force of tribal law.

The Tribal Council hereby enacts and adopts the Tribal Tobacco Tax Code as a Code of the Tribe, and authorizes the Chairman or his designee to execute any and all documents and

agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations there under.

**CERTIFICATION**

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 6<sup>th</sup> day of October, 2016 at which time a quorum of 5 was present, this Business Code was duly enacted by a vote of 5 FOR, 0 AGAINST, 0 ABSTAINED, by the Shingle Springs Band of Miwok Indians Tribal Council

  
\_\_\_\_\_  
Tribal Council Vice Chairperson

October 6, 2016  
\_\_\_\_\_  
Date

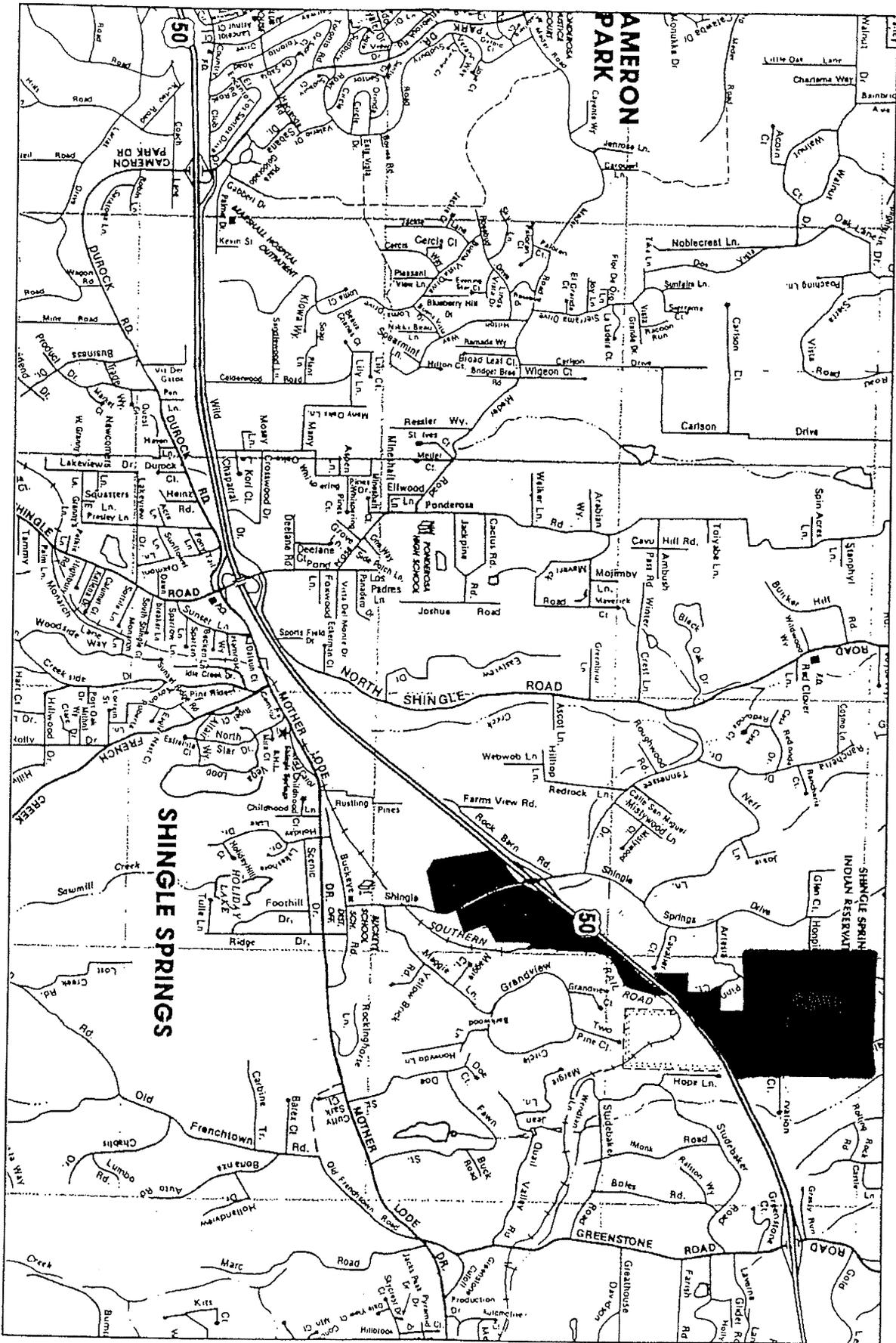
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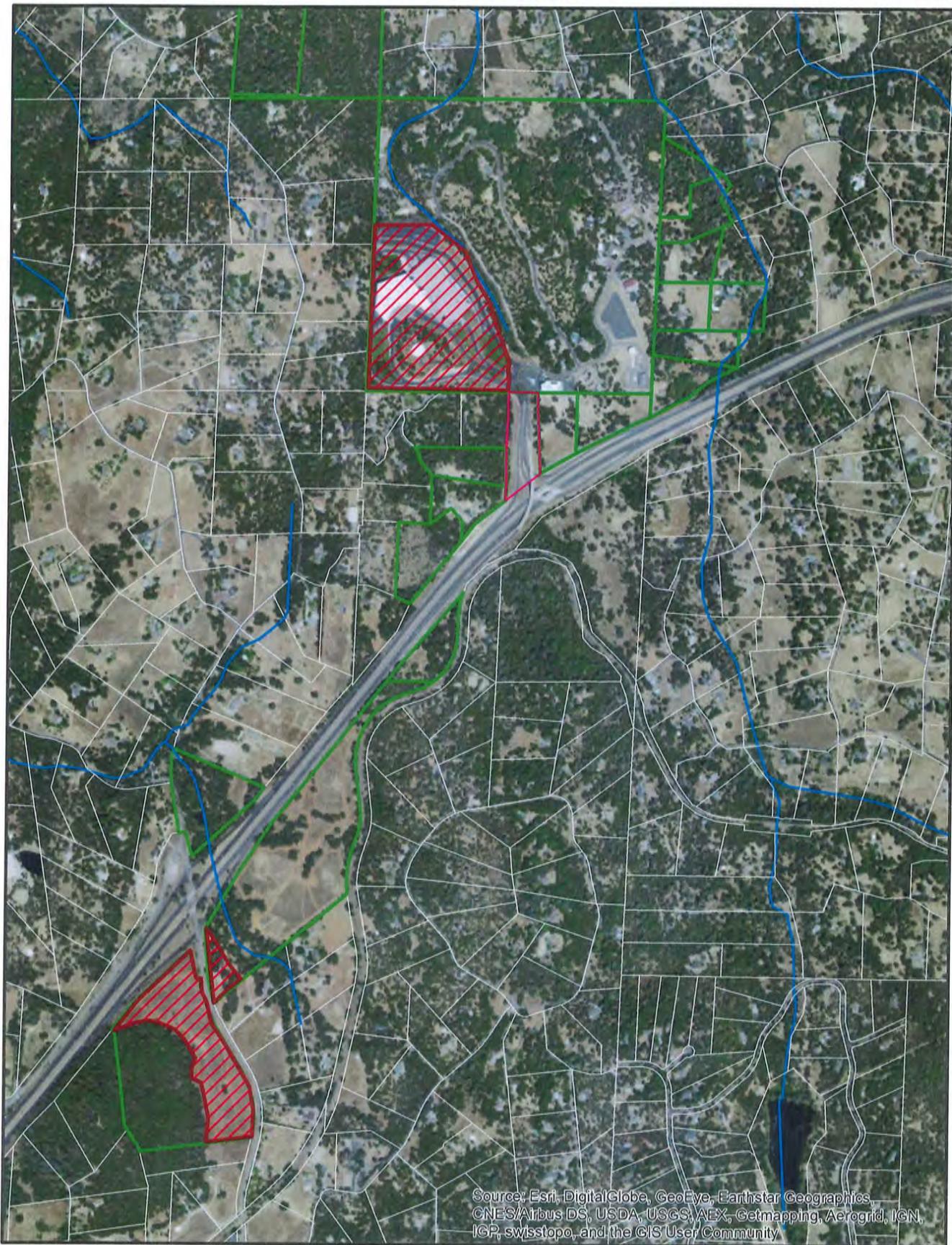
  
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Tribal Council Secretary

October 6, 2016  
\_\_\_\_\_  
Date

# Exhibit A







Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

## Commercial Land Use

County of El Dorado  
State of California

### Legend

-  Tribal Land
-  Rivers/Streams
-  Overpass
-  Commercial



0 387.5 775 1,550 2,325 Feet