

NATIONAL  
INDIAN  
GAMING  
COMMISSION

NOV - 8 1993

John Sunchild, Jr., Chairman  
Chippewa Cree Tribe  
Rocky Boy's Reservation  
Rocky Boy's Route, Box 544  
Box Elder, Montana 59521

Dear Chairman Sunchild:

This letter responds to your request to review and approve the tribal gaming ordinance submitted on October 7, 1993, for the Chippewa Cree Tribe of the Rocky Boy's Reservation (the Tribe). This letter constitutes such approval under the Indian Gaming Regulatory Act (IGRA).

Under the IGRA and the regulations of the National Indian Gaming Commission (NIGC), the Chairman is directed to review ordinances with respect to the requirements of the IGRA and the implementing regulations. Thus, the scope of the Chairman's review and approval is limited to the requirements of the IGRA and the NIGC regulations. Provisions other than those required under the IGRA or the NIGC regulations that may be included in a tribal ordinance are not subject to review and approval. Also, such approval does not constitute approval of specific games.

It is important to note that the gaming ordinance is approved for gaming only on Indian lands as defined in the IGRA.

With the Chairman's approval of the Tribe's gaming ordinance, the Tribe is now required to conduct background investigations on its key employees and primary management officials. The NIGC expects to receive a completed application for each key employee and primary management official pursuant to 25 C.F.R. § 556.5(a) and an investigative report on each background investigation before issuing a license to a key employee or primary management official pursuant to 25 C.F.R. § 556.5(b).

Thank you for submitting the ordinance of the Chippewa Cree Tribe of the Rocky Boy's Reservation for review and approval. The NIGC staff and I look forward to working with you and the Tribe in implementing the IGRA.

Sincerely yours,

Anthony J. Hope

Anthony J. Hope  
Chairman

cc: Robert L. Hunter, Jr., Esq.

# **The Chippewa Cree Tribe of the Rocky Boy's Reservation**

Phone: (406)-395-4478 or 4210 - Finance Office  
(406)-395-4282 or 4321 - Business Committee

Rocky Boy Route, Box 544  
Box Elder, MT 59521

## **A R E S O L U T I O N**

**NO. // -93**

**TO AMEND THE CHIPPEWA CREE LAW AND ORDER CODE TO INCLUDE TITLE XI GAMING ORDINANCE AS AMENDED OCTOBER 7, 1993 AND TO SUBMIT SAID ORDINANCE TO THE NATIONAL INDIAN GAMING COMMISSION.**

**WHEREAS, The Chippewa Cree Tribe Business Committee is the governing body of the Chippewa Cree Tribe of the Rocky Boy's Reservation by the authority of the Constitution and By-Laws of the Chippewa Cree Tribe approved on the 23rd day of November, 1935, and;**

**WHEREAS, Pursuant to their inherent sovereignty and Constitution and By-Laws of the Chippewa Cree Tribe, the Chippewa Cree Business Committee is charged with the duty to promote and protect the health, security and general welfare of the Chippewa Cree Tribe, and;**

**WHEREAS, The Chippewa Cree Gaming Industry is a vital element in the economic development and self-sufficiency of the tribe and the general welfare of tribal members, and;**

**WHEREAS, The continued growth and success of tribal gaming is dependent upon the public's confidence and trust that licensed gaming is conducted honestly and competitively, that the right of any creditors of licenses and protected and that tribal gaming is conducted free from criminal and corruptive elements, and;**

**WHEREAS, Public confidence and trust can only be maintained by strict regulations of all persons, locations, practices, associations and activities related to the operation of licensed gaming establishments, and;**

**WHEREAS, All establishments where gaming is conducted and where gambling devices are operated must therefore be licensed or controlled to protect the public health, safety, morals, good order and general welfare of members of the tribe to foster the stability and success of gaming and to preserve the competitive economy and policies of free competition of the Chippewa Cree Tribe, now;**

**THEREFORE BE IT RESOLVED, that the Chippewa Cree Law and Order Code is hereby amended to include Title XI, the Chippewa Cree Gaming Ordinance as amended on October 7, 1993, and;**

**APPROVED**

BE IF FURTHER RESOLVED that all other previous and inconsistent ordinances and resolutions addressing gaming on the Rocky Boy's Reservation are hereby rescinded upon the approval of this ordinance by the National Indian Gaming Commission, and;

THEREFORE BE IT RESOLVED, that the ordinance be forwarded to the Chairman of the National Indian Gaming Commission for approval.

-- CERTIFICATION --

I, THE UNDERSIGNED, AS SECRETARY/TREASURER OF THE BUSINESS COMMITTEE OF THE CHIPPEWA CREE TRIBE HEREBY CERTIFY THAT THE BUSINESS COMMITTEE IS COMPOSED OF NINE MEMBERS, OF WHOM 7 MEMBERS CONSTITUTING A QUORUM WERE PRESENT AT A MEETING DULY AND REGULARLY CALLED, NOTICED, CONVENED AND HELD THIS 1<sup>st</sup> DAY OF October, 1993, AND THAT THE FOREGOING RESOLUTION WAS DULY ADOPTED, AT SUCH A MEETING, BY THE AFFIRMATIVE VOTE OF 6 MEMBERS FOR AND 0 MEMBERS AGAINST, AND THAT THIS RESOLUTION HAS NOT BEEN RESCINDED OR AMENDED IN ANY WAY.

  
CHAIRMAN, BUSINESS COMMITTEE

  
SECRETARY, BUSINESS COMMITTEE

**CHIPPEWA CREE TRIBAL  
GAMING ORDINANCE**

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# **CHIPPEWA CREE TRIBE LAW AND ORDER CODE**

## **Title 11 - Gaming Ordinance**

Be it enacted by the Business Committee of the Chippewa Cree Tribe in a meeting assembled on June 4, 1993, the following:

## **CHAPTER ONE - PRELIMINARIES**

### **TITLE**

- 1.1 Short Title - This title is known and may be cited as the Chippewa Cree Tribal Gaming Ordinance.

### **GENERAL POLICY**

- 1.2 General Policy of Tribe Concerning Gaming; License or Approval Revocable Privilege - The Chippewa Cree Tribal Business Committee hereby declares the general policy of this Tribe to be:
- (a) The Chippewa Cree gaming industry is a vital element in the economic development and self-sufficiency of the Tribe and the general welfare of Tribal members;
  - (b) The continued growth and success of Tribal gaming is dependant upon the public's confidence and trust that licensed gaming is conducted honestly and competitively, that the rights of any creditors of licensees are protected and that Tribal gaming is conducted free from criminal and corruptive elements;
  - (c) Public confidence and trust can only be maintained by strict regulation of all persons, locations, practices, associations and activities related to the operation of licensed gaming establishments;
  - (d) All establishments where gaming is conducted and where gaming devices are operated must therefore be licensed or controlled (unless specifically excluded from the coverage hereunder) to protect the public health, safety, morals, good order and general welfare of members of the Tribe to foster the stability and success of gaming and to preserve the competitive economy and policies of free competition of the Chippewa Cree Tribe.



## **RIGHTS**

- 1.3 Right to license - No applicant for a license, management contract or other affirmative Chippewa Cree Tribal Gaming Commission approval, has any right to such license, management contract or the granting of the approval sought. Any license or management contract issued or other Chippewa Cree Tribal Gaming Commission approval granted pursuant to the provisions of this is a revocable privilege, and no holder acquires any vested right therein or thereunder.

## **SCOPE**

- 1.4 Scope of regulations governing Class I, Class II and Class III Gaming; Exemptions

- (a) All gaming on the Rocky Boy's Indian Reservation must be conducted within the parameters of this Ordinance, 25 CFR 501 *et seq.*, the Federal Indian Gaming Regulatory Act found at 25 U.S.C §§ 2701 *et seq.*, and any gaming compact governing Class III Gaming which the Tribe may enter into with the State of Montana. These laws and regulations provide that:
- (i) Class I Gaming is not subject to the Indian Gaming Regulatory Act and is within the exclusive jurisdiction of the Tribe;
  - (ii) Class II Gaming is subject to the Indian Gaming Regulatory Act and is conducted under the jurisdiction of the Tribe and the National Indian Gaming Commission; and
  - (iii) Class III Gaming is subject to the Indian Gaming Regulatory Act and shall be regulated according to the provisions contained within the Chippewa Cree Tribal Gaming Ordinance and any Tribal/State gaming compact entered into between the Chippewa Cree Tribe and the State of Montana.

## **CHAPTER TWO - DEFINITIONS**

- 2.1 Definitions - As used in this Title, the words and terms defined in Chapter Two, inclusive, have the following meanings ascribed to them throughout this Title unless the context requires otherwise.
- 2.2 "Applicant" defined - "Applicant" means any person who applies for or is about to apply for a Chippewa Cree Tribal gaming license or management contract, under the provisions of this Title, or approval of any act or transaction for which Chippewa Cree Tribal Gaming Commission approval is required or permitted under the provisions of this Title.
- 2.3 "Application" defined - "Application" means a request for issuance of a tribal gaming

license, management contract or approval of any act or transaction for which Chippewa Cree Tribal Gaming Commission approval is required or permitted under the provisions of this Title.

- 2.4 "Background Investigations" defined - "Background Investigations" mean an investigation conducted by the Chippewa Cree Tribal Gaming Commission of key Employees, Primary Management Officials, Individually Owned Gaming Operators, and Management Contractors pursuant to this Title and the Indian Gaming Regulatory Act as a condition precedent to the issuance of a gaming license or management contract.
- 2.5 "Bingo" defined - "Bingo" means the game of chance as defined in Chapter Two, § 11.
- 2.6 "Business Committee or Chippewa Cree Business Committee" - "Business Committee or Chippewa Cree Business Committee" means the governing body of the Chippewa Cree Tribe.
- 2.7 "Chairman" defined - "Chairman" means the Chairman of the Chippewa Cree Tribal Gaming Commission.
- 2.8 "Chippewa Cree Tribal Gaming Commission" - "Chippewa Cree Tribal Gaming Commission" means that body of five individuals appointed by the Chippewa Cree Business Committee to oversee and control the activity of gaming within the exterior boundaries of the Rocky Boy's Indian Reservation.
- 2.9 "Chippewa Cree Tribal Attorney" - "Chippewa Cree Tribal Attorney" means the attorney or attorneys within a law firm hired by the Chippewa Cree Tribe to provide general legal counsel or advice on those legal issues confronting the Chippewa Cree Tribe.
- 2.10 "Class I Gaming" defined - "Class I Gaming" means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, Chippewa Cree Tribal ceremonies or celebrations.
- 2.11 "Class II Gaming defined" - "Class II Gaming" means: (i) the game of chance commonly known as bingo (whether or not electronic, computer, or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations in which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first person who covers a previously designated arrangement of numbers or designations on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo; and (ii) card games that are explicitly authorized by the laws of the State of Montana or are not explicitly prohibited by the laws of the State of Montana and are played at any location in the State of Montana, but only if such card games are played in conformity with those laws and regulations (if any) of the State of

Montana regarding hours or periods of operations of such card games or limitations on wagers or pot sizes in such card games. The term "Class II Gaming" does not include any banking card games, including baccarat, chemin de fer, or blackjack (21), or electric or electromechanical facsimiles of any game of chance or gaming device of any kind.

2.12 "Class III Gaming" defined - "Class III Gaming" means all forms of gaming, that are not defined above as Class I Gaming or Class II Gaming. Class III gaming includes:

(a) any house banking game

(i) card games such as baccarat, chemin de fer and blackjack (21), or

(ii) casino games such as roulette, craps, and keno, or

(iii) any other house banking game (excluding pull-tabs, punch boards, tip jars and instant bingo), or

(b) any slot machine (as defined in § 2.17) and electronic or electromechanical facsimiles of any game of chance, or

(c) any parimutuel wagering on horse racing, dog racing or jai alai.

2.13 "Commissioner" defined - "Commissioner" means a member of the Chippewa Cree Tribal Gaming Commission.

2.14 "Establishment" defined - "Establishment" means any premises wherein any gaming is done.

2.15 "Gaming" and "Gambling" defined - "Gaming" or "gambling" means to deal, operate, carry-on, conduct, maintain or expose for play any game as defined in the Chippewa Cree Tribal Law and Order Code Title 11, Chapter Two, §§ 10, 11, 12.

2.16 "Gaming compact" defined - "Gaming compact" means a negotiated agreement, required by § 2710(d)(1) of the Indian Gaming Regulatory Act, between the Tribe and the State of Montana entered into for the purposes of governing the conduct of Class III Gaming activities carried on within the exterior boundaries of the Rocky Boy's Indian Reservation or within the exterior boundaries of any property held in trust by the Federal Government for the Chippewa Cree Tribe.

2.17 "Gaming device" defined - "Gaming device" means any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming which when operated may deliver money or property, or allow the operator to become entitled to receive money or property, as the result of the application of an element of chance. The term includes a system for processing

information which can alter the system or device which affects a game solely by stopping its operation so that the outcome remains undetermined. The term also means any so-called "slot machine" or any other machine or mechanical device an essential part of which is a drum or reel with insignia thereon, and (a) which when operated may deliver, as the result of the application of an element of chance, any money or property, or (b) by the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property.

- 2.18 "Gaming license" defined - "Gaming license" means any license issued by the Chippewa Cree Tribe or any political subdivision thereof pursuant to this Title and the Indian Gaming Regulatory Act which authorizes the person or entity named therein to engage in, conduct or be directly connected with the operation of a gaming establishment.
- 2.19 "Hearing examiner" defined - "Hearing examiner" means a Commissioner of the Chippewa Cree Tribal Gaming Commission or other authorized person designated by the Chippewa Cree Tribal Gaming Commission to conduct investigative hearings.
- 2.20 "Indian Gaming Regulatory Act" defined - "Indian Gaming Regulatory Act" means the Act passed by the Congress in 1988, contained at 25 U.S.C. § 2701 et seq., to provide clear standards or regulations for the conduct of gaming on Indian lands.
- 2.21 "Individually Owned Gaming Operator" defined - "Individually Owned Gaming Operator" means any individual or entity whom the Chippewa Cree Tribe allows to privately own a gaming operation or establishment to conduct gaming within the exterior boundaries of the Rocky Boy's Indian Reservation or within the exterior boundaries of any property held in trust by the Federal Government for the Chippewa Cree Tribe.
- 2.22 "Key employee" defined - "Key employee" means any person connected with any Chippewa Cree Class II or Class III Gaming Operation who performs one or more of the following jobs: 1) Bingo caller; 2) Counting room supervisor; 3) Chief of security; 4) Custodian of gaming supplies or cash; 5) Floor manager; 6) Pit boss; 7) Dealer; 8) Croupier; and 9) Approver of credit. "Key employee" also encompasses any custodian of gambling devices including persons with access to cash and accounting records within such devices, any person whose total cash compensation is in excess of \$50,000 per year, or the four most highly compensated persons in the gaming operation.
- 2.23 "License" defined - "License" means a gaming license.
- 2.24 "License fees" defined - "License fees" means any moneys required by law to be paid to obtain or renew a gaming license.
- 2.25 "Licensed gaming establishment" defined - "Licensed gaming establishment" means any premises licensed pursuant to the provisions of this Title wherein or whereupon gaming is conducted.

- 2.26 "Licensee" defined - "Licensee" means any person or entity to whom a valid gaming license has been issued.
- 2.27 "Management contract" defined - "Management contract" means any contract, subcontract, or collateral agreement between the Chippewa Cree Tribe and a contractor that provides for the management of a gaming operation.
- 2.28 "National Indian Gaming Commission" defined - "National Indian Gaming Commission" means the Commission established within the Department of the Interior delegated the power to oversee the activities of Class II Gaming conducted on the Chippewa Cree Tribe; to promulgate the regulations implementing the Indian Gaming Regulatory Act; and to approve ordinances, resolutions or compacts adopted by the Chippewa Cree Tribe governing the control of Class II and Class III Gaming.
- 2.29 "Net revenues" defined - "Net revenues" means the gross revenues of a Chippewa Cree licensed gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees. The term does not include:
- (a) Counterfeit money or tokens;
  - (b) Coins of other countries which are received in gaming devices;
  - (c) Cash taken in fraudulent acts perpetrated against a licensee for which the licensee is not reimbursed; or
  - (d) Cash received as entry fees for contests or tournaments in which patrons compete for prizes.
- 2.30 "Operation" defined - "Operation" means the conduct of gaming.
- 2.31 "Party" defined - "Party" means the Chippewa Cree Tribal Gaming Commission and any licensee or other person appearing of record in any investigative hearing or proceedings for judicial review of any action, decision or order of the Chippewa Cree Tribal Gaming Commission.
- 2.32 "Primary management official" defined - "Primary management official" means the management contractor, any person who has the authority to hire and fire employees or set up working policy for the gaming operations, or the chief financial officer or other person who has financial management responsibility for the gaming operation.
- 2.33 "Quarter" and "calendar quarter" defined - "Quarter" or "calendar quarter" means a period of 3 consecutive months commencing on the 1st day of January, April, July or October in any year.

- 2.34 "Respondent" defined - "Respondent" means any licensee or other person against whom a complaint has been filed with the Chippewa Cree Tribal Gaming Commission or the Tribal Court pursuant to this Title.
- 2.35 "Slot machine" defined - "Slot machine" means a gaming device as defined in § 2.17.
- 2.36 "Temporary license" defined - "Temporary license" means a license which is valid only for a period not to exceed 90 days from the date of issue during which time the Chippewa Cree Tribal Gaming Commission conducts a background investigation.
- 2.37 "Tribe or Tribal" defined - "Tribe or Tribal" means the Chippewa Cree Tribe.
- 2.38 "Tribal Gaming Commission" defined - "Tribal Gaming Commission" means the Chippewa Cree Tribal Gaming Commission.

## **CHAPTER THREE - GAMING OWNERSHIP**

### **3.1 Gaming ownership; use of net revenues.**

- (a) Except as provided in subsection (b), the Chippewa Cree Tribe shall have the sole proprietary interest in any Class II or Class III Gaming operation and shall have the sole responsibility for the operation of any Class II Gaming operation and the sole responsibility for any Class III Gaming as provided in any Tribal/State gaming compact.
- (b) The Chippewa Cree Tribe, in exercising its inherent sovereignty, may allow individuals or other entities to own or have the sole proprietorship of any gaming operation subject to being licensed and regulated pursuant to this Ordinance, provided that:
- (i) Montana State law standards shall apply to such sole proprietor with respect to the purpose, entity, pot limits and hours of operation for the gaming conducted by the sole proprietor;
  - (ii) no sole proprietor shall be granted a gaming license if such sole proprietor would not be eligible to receive a state license to conduct the same activity under State jurisdiction; and
  - (iii) the licensing standards under this Ordinance be at least as restrictive as the State of Montana's governing similar gaming within the State.
- (c) No less than sixty percent (60%) of the net revenues from any individually owned (sole proprietorship) gaming operation shall be paid to the Chippewa Cree Tribe

whom shall use such income only as provided for in subsection (d). The owner of such privately owned gaming operation shall pay an assessment fee to the National Indian Gaming Commission as provided under 25 CFR, § 514.1.

- (d) The Chippewa Cree Tribe shall use the net revenues received from all Class II and Class III Gaming operations solely for:
  - (i) the funding of Chippewa Cree governmental operations and programs;
  - (ii) the general welfare of the Chippewa Cree Tribe or its members, provided that any plan to distribute the net revenues as per capita payments must be approved by the Assistant Secretary - Indian Affairs before such distribution;
  - (iii) the promotion of the Chippewa Cree Tribe's economic development;
  - (iv) donations to charity organizations as defined by the Chippewa Cree Tribe; and
  - (v) the funding of local federal, state and county governmental agencies.

## **CHAPTER FOUR - GAMING**

### **4.1 Licenses required.**

- (a) No person or entity (including key employees and primary management officials) shall deal, operate, carry on, conduct, maintain, manage or expose for play on the Rocky Boy's Indian Reservation any Class II or Class III gaming operation without having first procured a Chippewa Cree Tribal gaming license pursuant to Chapters 7 and 8 of this Ordinance or pursuant to any other applicable provision herein.
- (b) No person or entity shall knowingly permit any Class II or Class III gaming operation to be conducted, operated, or carried on in any house or building or other location owned by him, in whole or part, by any person or entity who is not licensed under this Title.

### **4.2 License required for equipment, services or property delivered or furnished for gaming interest or revenues.**

- (a) No person or entity shall:
  - (i) Lend, let, lease or otherwise deliver or furnish any gaming device or

machine covered by the definitions of Class II or Class III gaming, for any interest, percentage or share of the money or property played, under guise of any agreement whatever, without having first procured a Chippewa Cree Tribal gaming license; or

- (ii) Furnish services or property, real or personal, on the basis of contract, lease or license, pursuant to which that person receives payment based on earnings or profits or otherwise from any Class II or Class III game without having first procured a Chippewa Cree Tribal gaming license.
- (b) The Tribal Gaming Commission may require the licensing of any person or entity who:
  - (i) Repairs, rebuilds or modifies any gaming device; or
  - (ii) Manufactures or distributes chips or gaming tokens for use on the Rocky Boy's Indian Reservation.
- (c) If the Tribal Gaming Commission finds a person or entity described in subsections (a) and (b) ineligible to receive a license, a licensee shall not enter into any contract or agreement with that person without the prior approval of the Tribal Gaming Commission. Any other agreement between the licensee and the person or entity must be terminated upon receipt of notice of the action by the Tribal Gaming Commission. Any agreement between a licensee and a person or entity described in subsections (a) and (b) shall be deemed to include a provision for its termination without liability on the part of the licensee upon a finding by the Tribal Gaming Commission that the person or entity may not receive a license. Failure to expressly include this condition in the agreement is not a defense in any action brought pursuant to this section to terminate the agreement. If an application for a gaming license is not presented to the Tribal Gaming Commission within 30 days after demand, the Tribal Gaming Commission may pursue any remedy or combination of remedies provided in this Title.

4.3 Licensing influential people over gaming operation of licensee; remuneration, contracts and employment prohibited for certain unsuitable or unlicensed persons.

- (a) Each employee, agent, guardian, personal representative, lender, holder of indebtedness or any other person or entity of a gaming licensee who, in the opinion of the Tribal Gaming Commission, has the power to exercise a significant influence over the licensee's operation of a gaming establishment may be required to apply for a license;
- (b) A person required to be licensed pursuant to subsection (a) shall apply for a license within 30 days after the Tribal Gaming Commission requests that the



person or entity do so;

- (c) If a person required to be licensed under subsection (a):
  - (i) Does not apply for a license within 30 days after being requested to do so by the Tribal Gaming Commission;
  - (ii) Is denied a license; or
  - (iii) Has his license revoked by the Tribal Gaming Commission, the licensee shall terminate the person's association in any capacity in which he is required to be licensed and shall not permit him to exercise a significant influence over the operation of the gaming establishment upon being notified by registered or certified mail of that action.
- (d) A key employee, primary management official, an individually owned gaming operator, management contractor or affiliate thereof shall not pay to any person whose employment has been terminated pursuant to subsection (c) any remuneration for any service performed in any capacity in which the person is required to be licensed, except for amounts due for services rendered before the date of receipt of notice of the action by the Tribal Gaming Commission.
- (e) Any contract or agreement for personal services or for the conduct of any activity at the licensed gaming establishment between a gaming licensee, management contractor, or an affiliate thereof and a person terminated pursuant to subsection (c) is subject to termination. Every such agreement shall be deemed to include a provision for its termination without liability on the part of the licensee or management contractor upon a finding by the Tribal Gaming Commission that the person may not be licensed or management contract approved and therefor cannot be associated with a gaming enterprise. Failure expressly to include that condition in the agreement is not a defense in any action brought pursuant to this Title to terminate the agreement.
- (f) As used in this section, "affiliate" means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a key employee, primary management official, management contractor or individually owned gaming operator.

4.4 Licensing persons conducting tournaments or contests in association with gaming licensee; termination of association.

- (a) Any person who conducts a tournament or contest on behalf of or in conjunction with a gaming licensee or management contractor may be required by the Tribal Gaming Commission to be licensed. Any person so required must apply for a

license within 30 days after the decision of the Tribal Gaming Commission requiring him to obtain the license.

- (b) If any person required to be licensed pursuant to subsection (a);
  - (i) Does not apply for a license within 30 days after the decision of the Tribal Gaming Commission that he must be licensed, and the Tribal Gaming Commission finds him unsuitable for that reason; or
  - (ii) Is denied a license, the gaming licensee or management contractor with whom he is associated shall terminate that association upon notification from the Tribal Gaming Commission by registered or certified mail of the action.

#### 4.5 Restrictions on person denied license.

- (a) A person or entity who has had its application for a license denied by the Tribal Gaming Commission:
  - (i) Is not entitled to profit from its investment in a:
    - (A) Corporation;
    - (B) Partnership;
    - (C) Limited partnership; or
    - (D) Joint venture, whom has applied for or been granted a license.
  - (ii) Shall not retain its interest in a corporation, partnership, limited partnership or joint venture beyond that period prescribed by the Tribal Gaming Commission.
  - (ii) Shall not accept more for its interest in a corporation, partnership, limited partnership or joint venture than he paid for it or the market value on the date of the denial of the license or the finding of unsuitability.
- (b) The Tribal Gaming Commission may proceed pursuant to Chapter Eleven to enforce the provisions of subsection (a).

#### 4.6 Operation and maintenance of gaming device; Approval of Tribal Gaming Commission.

- (a) The Tribal Gaming Commission shall maintain a list of approved gaming devices.

- (b) Any person or entity who operates or maintains any gaming device of a specific model, or which includes a significant modification, which the Tribal Gaming Commission has not approved for operation, is subject to sanctions as provided in Chapters Eleven and Thirteen.
  - (c) The Tribal Gaming Commission shall adopt regulations relating to gaming devices and their significant modification.
- 4.7 Gaming must be conducted with legal tender or tokens, chips or other instrumentalities approved by Commission. All gaming must be conducted with chips, tokens or other instrumentalities approved by the Tribal Gaming Commission or with the legal tender of the United States.
- 4.8 Facility Operations. The construction, maintenance and operation of any gaming facility on the Rocky Boys Reservation by the Chippewa Cree Tribe, Chippewa Cree Tribal Gaming Commission, key employee, individually owned gaming operator, licensee, management contractor, primary management official, or any other party shall be conducted in such a manner as to adequately protect the environment and the public health and safety.

## **CHAPTER FIVE - GAMING COMMISSION**

- 5.1 Creation; number of members - The Chippewa Cree Tribal Gaming Commission, consisting of five members, is hereby created.
- 5.2 Appointment; chairman; terms; removal.
- (a) The Chippewa Cree Business Committee shall appoint the members of the Tribal Gaming Commission.
  - (b) The first three members appointed by the Business Commission to the Tribal Gaming Committee shall serve four year terms with the first of these three appointed serving as the Chairman of the Tribal Gaming Commission. The fourth and fifth members appointed by the Business Committee shall serve two year terms. After the initial terms, the term of office for each member of the Tribal Gaming Commission is 4 years.
  - (c) Any Commissioner may be removed by majority vote of the Business Committee if, in the Business Committee's opinion, that Commissioner is guilty of malfeasance in office or neglect of duty.

5.3 Discharge of duties; certain political activities prohibited; oaths.

- (a) The Tribal Gaming Commission members shall devote such time to the business of the Tribal Gaming Commission as may be necessary to the discharge of their duties.
- (b) Before entering upon the duties of their office, each Commissioner shall subscribe to the constitutional oath of office and, in addition, swear that they are not actively engaged in nor have a direct pecuniary interest in gaming activities.

5.4 Salaries. - The Chairman and Commissioners of the Tribal Gaming Commission are entitled to an honorarium to be determined by the Business Committee.

5.5 Administrative and clerical services and equipment of Tribal Gaming Commission; administrative costs.

- (a) The Chippewa Cree Tribe shall furnish to the Tribal Gaming Commission such administrative and clerical services and such furnishings, equipment, supplies, stationary, books, motor vehicles and all other things as the Tribal Gaming Commission and the Business Committee deem necessary or desirable in carrying out the Tribal Gaming Commission functions.
- (b) Except as otherwise provided in this Title, all costs of administration incurred by the Tribal Gaming Commission on behalf of the Chippewa Cree Tribe shall be paid by the Chippewa Cree Tribe.

5.6 Meetings; quorum; background investigations.

- (a) Regular and special meetings of the Tribal Gaming Commission may be held, at the discretion of the majority of the Tribal Gaming Commission members, at such times and places as it may deem convenient, but at least one regular meeting quarterly.
- (b) A majority of Commissioners is a quorum of the Tribal Gaming Commission.
- (c) With the concurrence of a majority of the Tribal Gaming Commission members, background investigations and investigative hearings may be conducted by one or more members of the Tribal Gaming Commission or by a designated hearing examiner as authorized by the Tribal Gaming Commission, or by other means as provided in any gaming compact.

## **CHAPTER SIX - POWERS AND DUTIES OF COMMISSION**

### **6.1 General powers and duties of Tribal Gaming Commission.**

- (a) The provisions of this Title with respect to Chippewa Cree Tribal gaming licenses must be administered by the Tribal Gaming Commission, which shall administer the licenses for the protection of the public and in the public interest in accordance with the policy of the Chippewa Cree Tribe.
- (b) The Tribal Gaming Commission and their agents may:

  - (i) Inspect and examine all premises wherein gaming is conducted or gaming devises or equipment are sold or distributed.
  - (ii) Inspect all equipment and supplies in, upon or about such premises.
  - (iii) Summarily seize and remove from such premises and impound any equipment or supplies for the purpose of examination and inspection.
  - (iv) Demand access to and inspect, examine, photocopy and audit all papers, books and records of applicants and licensees, on their premises, or elsewhere as is practicable, and in the presence of the licensee, management contractor or his agent, to verify the net income produced by any gaming business and all other matters affecting the enforcement of the policy or any of the provisions of this Title.
  - (v) Determine the eligibility for and the issuance of gaming licenses to key employees, primary management officials, individually owned gaming operators or management contractors other than the Chippewa Cree Tribe in conducting Class II and Class III Gaming with prompt notification to the National Indian Gaming Commission of such issuance of license.
- (c) For the purpose of conducting audits after the cessation of gaming by a licensee or management contractor, the former licensee or management contractor shall furnish, upon demand of an agent of the Tribal Gaming Commission, books, papers and records as necessary to conduct the audits. The former licensee or management contractor shall maintain all books, papers and records necessary for audits for a period of 1 year after the date of the surrender or revocation of the former licensee's gaming license or management contract. If the former licensee or management contractor seeks judicial review of a deficiency determination or files a petition for a redetermination, he must maintain all books, papers and records until a final order is entered on the determination.

- (d) The Tribal Gaming Commission may investigate pursuant to Chapter Eleven for the purpose of prosecution, any suspected administrative or criminal violation of the provisions of this Title. For the purpose of the administration and enforcement of this Title, the Tribal Gaming Commission and investigative personnel of the Tribal Gaming Commission have the powers of a peace officer of the Chippewa Cree Tribe.
- (e) For the purpose of protecting members of the Tribal Gaming Commission and their property, and providing security at meetings of the Tribal Gaming Commission, the Tribal Gaming Commissioners and their agents, whose duties include the enforcement of this Title, have the power of a peace officer of the Chippewa Cree Tribe.
- (f) The Tribal Gaming Commission or any of its members have full power and authority to issue subpoenas, compel the attendance of witnesses at any place within the jurisdiction of the Chippewa Cree Tribe, administer oaths and to require testimony under oath. Any process or notice may be served in the manner provided for service of process and notices in civil actions under the Chippewa Cree Tribal Law and Order Code. The Tribal Gaming Commission may pay such transportation and other expenses of witnesses as it may deem reasonable and proper. Any person making false oath in any matter before the Tribal Gaming Commission is guilty of perjury. The Tribal Gaming Commission may appoint designated hearing examiners who may administer oaths and receive evidence and testimony under oath.
- (g) The Tribe may appoint the Tribal Gaming Commission or any member thereof as, or as a part of, the negotiation team to represent the Tribe in its negotiations with the State of Montana for entering any Class III gaming compact.
- (h) The Tribal Gaming Commission may exercise any proper power and authority necessary to perform the duties assigned to it by the Business Committee, and is not limited by any enumeration of powers in this Title.

6.2 Appointment of agent for service; notification to the National Indian Gaming Commission.

- (a) The Chairman of the Tribal Gaming Commission is the designated agent to receive all service of documents, determinations and correspondence from the National Indian Gaming Commission and from other persons or entities as provided by this Title.
- (b) The Tribe shall send written notification to the National Indian Gaming Commission designating the Chairman of the Tribal Gaming Commission as the Tribe's agent for service on gaming matters.

- (c) Any management contractor or individually owned gaming operator operating a gaming operation on the Rocky Boy's Indian Reservation shall send to the National Indian Gaming Commission and the Chairman of the Tribal Gaming Commission a written designation of the agent who will receive service of notice, correspondence and other information from the National Indian Gaming Commission and the Tribal Gaming Commission.

6.3 Records of Commission; report to Business Committee by Tribal Gaming Commission.

- (a) The Tribal Gaming Commission shall cause to be made and kept a record of all proceedings at regular and special meetings of the Tribal Gaming Commission.
- (b) The Tribal Gaming Commission shall maintain a file of all applications for licenses under this Title, together with a record of all action taken with respect to those applications.
- (c) The Tribal Gaming Commission may maintain such other files and records as it may deem desirable.
- (d) Except as provided in this subsection and subsection (e), all information and data that:
  - (i) is required by the Tribal Gaming Commission to be furnished to it under this Title or which may be otherwise obtained relative to the finances, earnings or revenue of any applicant;
  - (ii) pertains to an applicant's criminal record, antecedents and background which have been furnished to or obtained by the Tribal Gaming Commission from any source;
  - (iii) is provided to the members, agents or employees of the Tribal Gaming Commission by a governmental agency or an informer or on the assurance that the information will be held in confidence and treated as confidential; or
  - (iv) is obtained by the Tribal Gaming Commission from a manufacturer, distributor or operator relating to the manufacturing of gaming devices;

is to be strictly confidential and may only be revealed in whole or in part in the course of the necessary administration of this Title or upon the lawful order of a court of competent jurisdiction. The Tribal Gaming Commission may reveal such information and data to the National Indian Gaming Commission, to an authorized agent of any agency of the United States Government, and any state or any political subdivision of the State of Montana pursuant to regulations

adopted by the Tribal Gaming Commission or pursuant to a tribal/state gaming compact.

- (e) Before the approval of the tribal budget by the Business Committee, the Tribal Gaming Commission shall submit to the Business Committee a report on the net revenues and average depreciation of all licensees.
- (f) Notice of the content of any information or data furnished or released pursuant to subsection (d) may be given to any applicant or licensee in a manner prescribed by regulations adopted by the Tribal Gaming Commission.
- (g) The files, records of the Tribal Gaming Commission are open at all times to inspection by the National Indian Gaming Commission and its authorized agents.
- (h) All files, records, reports and other information pertaining to gaming matters in the possession of the Business Committee must be made available to the Chippewa Cree Tribal Gaming Commission as is necessary to the administration of this Title.

## **CHAPTER SEVEN - APPLICATION PROCESS**

### **7.1 Procedures for forwarding applications and reports for key employees, primary management officials and individually owned gaming operators to the National Indian Gaming Commission; granting of gaming license.**

- (a) When a key employee or a primary management official, as determined by the Tribal Gaming Commission, begins work at a gaming operation or in conjunction with a management contractor, or an individually owned gaming operator applies for a gaming license, the Tribal Gaming Commission shall:
  - (i) send to the National Indian Gaming Commission a completed application containing all the information necessary from Chapter Eight, § 1 for the applicant;
  - (ii) conduct a background investigation pursuant to Chapter Eight, § 1 to determine the eligibility of the key employee and primary management official to continue employment in the gaming operation or to determine whether the individually owned gaming operator is eligible for a gaming license;
  - (iii) file with the National Indian Gaming Commission an investigative report pursuant to Chapter Eight, § 4(c) after the background investigation and eligibility determination are completed. This report shall be filed within



60 days after the employee begins work, or the individually owned gaming operator begins operations.

- (b) No key employee or primary management official may be kept employed in a gaming operation who does not receive a gaming license after 90 days of beginning work, nor shall an individually owned gaming operator continue to conduct gaming without obtaining a gaming license within 90 days of beginning operations.
- (c) The Tribal Gaming Commission may issue a gaming license to an applicant if, within 30 days after filing the report and information as required by subsection (a), the National Indian Gaming Commission notifies the Tribal Gaming Commission that there are no objections to issuing the gaming license to the applicant. Should the National Indian Gaming Commission not notify the Tribal Gaming Commission within the 30 days as required by this subsection, then the Tribal Gaming Commission may or may not license the applicant as is appropriate in light of the Tribal Gaming Commission's determination of eligibility pursuant to Chapter Eight, § 4.
- (d) If within the 30 day period after the Tribal Gaming Commission sends the National Indian Gaming Commission the information as required by subsection (a), the National Indian Gaming Commission notifies the Tribal Gaming Commission that there are objections to licensing the applicant based upon the investigative report and the application, the Tribal Gaming Commission shall reconsider the application in light of the National Indian Gaming Commission's objections. However, the Tribal Gaming Commission shall make or have the final decision on whether to issue a gaming license to the applicant.
- (e) After the issuance of a gaming license, if the National Indian Gaming Commission receives reliable information that the key employee or primary management official is not eligible to work for the Chippewa Cree Tribe, the Tribe shall, pursuant to Chapter 11, § 2, suspend that person's gaming license notifying the person of the suspension. The Tribe shall then proceed to revoke that person's gaming license pursuant to the notification and hearing provisions as contained in Chapter 11. The Tribe shall notify the National Indian Gaming Commission of the Tribe's final decision regarding the revocation of the gaming license

## **CHAPTER EIGHT - ELIGIBILITY DETERMINATION**

### **8.1 Background investigation of qualifications of applicants; application contents; and notification to the National Indian Gaming Commission.**

- (a)** The Tribal Gaming Commission shall cause a background investigation to be conducted on the qualifications of each gaming license applicant for a key employee, primary management official and individually owned gaming operator under this Title. Such background investigation shall include a request by the Tribal Gaming Commission for the following information on each applicant pursuant to an application on forms furnished by the Tribal Gaming Commission:
  - (i)** Full names(s), other name(s) whether oral or written, Social Security Number, birthdate, birth place, citizenship, gender, language(s) used/understood;
  - (ii)** Current and for the past 5 (five) years:
    - (A)** business and employment positions held;
    - (B)** ownership interests in those businesses;
    - (C)** business and residential addresses; and
    - (D)** drivers license number(s);
  - (iii)** The names and addresses of at least 3 (three) personal references, including 1 (one) personal reference acquainted with the applicant during each period of residence listed Chapter Eight, § 1(a)(ii);
  - (iv)** The applicant's current business and residential telephone numbers;
  - (v)** A description of any existing or previous business relationships with Indian Tribes, including ownership interests in those businesses;
  - (vi)** A description of any existing or previous business relationship(s) with the gaming industry generally, including ownership in those businesses;
  - (vii)** The names and addresses of each licensing or regulatory agency that the applicant has applied to for a license and/or permit relating to gaming, whether or not such license or permit was granted;

- (viii) A listing of each felony, either on-going or resulting in conviction stating for each:
  - (A) the charge;
  - (B) the name and address of the court handling the proceedings; and
  - (C) the date and disposition of the matter;
- (ix) A list of each misdemeanor conviction or on-going prosecution (not minor traffic violations) within the last 10 years from the date of application providing the names of the courts involved and the dates and dispositions of the cases;
- (x) A list of each criminal charge, not minor traffic citations, whether convicted or not, where such criminal charge was alleged within 10 years of the application, which criminal charge is not otherwise listed in subsections (viii) and (ix) above, giving the names and addresses of the courts involved and the dates and dispositions of the cases;
- (xi) The names and addresses of any licensing or regulatory agency whom the applicant has applied for an occupational license or permit, whether or not granted;
- (xii) A current photograph;
- (xiii) The fingerprints of the applicant, which fingerprints shall be submitted by the Tribal Gaming Commission to the BIA residential Criminal Investigator and the Criminal Investigation Division of the FBI for a background check, such fingerprints to be placed on Form FD-258 (Applicant Fingerprint Card) supplied by the National Indian Gaming Commission; and
- (xiv) Any other information the Chippewa Cree Tribe or the Tribal Gaming Commission deems relevant.

## 8.2 Privacy Act and false statement notifications on the application form.

- (a) Each application form the Tribal Gaming Commission requires the applicant to complete in applying for a gaming license must contain the following notification on the Privacy Act:

**In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of**

the information on this form is authorized by 25 U.S.C. 2701 *et seq.* The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official, key employee position or grant you a license as an individually owned gaming operator.

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) Each application form the Tribal Gaming Commission requires to be filled out by an applicant must also contain the following:

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

- 8.3 Confidentiality. The Chippewa Cree Tribe, Tribal Gaming Commission and their agents must conduct the background investigation in such a manner as to keep confidential the

identity of each person interviewed during and after the investigation.

#### 8.4 Eligibility Determination.

- (a) After receiving the information contained in Chapter Eight, § 1(a), the Tribal Gaming Commission will make a determination as to whether the applicant is eligible to receive a gaming license in order to become a key employee, primary management official or individually owned gaming operator based upon the applicant's:
  - (i) prior activities;
  - (ii) criminal record (if any);
  - (iii) reputation;
  - (iv) habits; and
  - (v) associations;
- (b) Should the Tribal Gaming Commission, in light of adopted standards in § (a), determine that the applicant would pose a threat to the public interest or the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in gaming, that person shall not be employed as a key employee primary management official in any gaming operation or be granted a license to conduct gaming operations as an individually owned gaming operator.
- (c) Before the Tribal Gaming Commission issues a gaming license to a key employee, a primary management official or individually owned gaming operator, the Tribal Gaming Commission shall forward to the National Indian Gaming Commission the investigative report on each applicant as well as a copy of the eligibility determination made by the Tribal Gaming Commission for a gaming license on each applicant. The investigative report must include:
  - (i) the steps taken by the Tribal Gaming Commission in conducting the background investigation;
  - (ii) the results of the investigation;
  - (iii) the conclusion the Tribal Gaming Commission reached; and
  - (iv) the basis for the conclusion;

- (d) Should the Tribal Gaming Commission determine that an applicant is not eligible for a gaming license, the Tribal Gaming Commission must notify the National Indian Gaming Commission of this determination forwarding copies of the eligibility determination and investigative report along with the notification.
- (e) If satisfied that an applicant is eligible to receive a Chippewa Cree Tribal gaming license, and upon tender of all license fees and taxes as required by law or regulation of the Tribal Gaming Commission, and the faithful performance of all requirements imposed by law or regulation or the conditions of the license, the Tribal Gaming Commission shall issue and deliver to the applicant a license entitling him to conduct, be employed in or engage in the gaming operation for which he is licensed. The Tribal Gaming Commission shall prepare and maintain a written record of the specific terms and conditions of any license issued and delivered and of any modification to the license. A duplicate of the record must be delivered to the applicant or licensee and the National Indian Gaming Commission.
- (f) A gaming license must not be issued to a person whose gaming license has previously been revoked pursuant to this Title, or to whom the issuance or renewal of a gaming license has been denied, except upon the unanimous approval of the Tribal Gaming Commissioners.
- (g) All licenses issued under the provisions of this Title must be kept in a file by the Tribal Gaming Commission created solely for license purposes in order to be inspected by the National Indian Gaming Commission and by authorized Tribal officials. Also, if a gaming compact between the State of Montana so authorizes, the license file may be inspected by state, county, city or town officials.

#### 8.5 Renewal of Chippewa Cree Tribe gaming licenses; penalties.

- (a) Subject to the power of the Tribal Gaming Commission to deny and revoke any Tribal gaming license, any Tribal license in force may be renewed by the Tribal Gaming Commission for the next succeeding license period upon proper application for renewal as required by applicable law, gaming compacts and the regulations of the Tribal Gaming Commission.
- (b) All Chippewa Cree Tribal gaming licenses are subject to renewal on the 1st day of each calendar year, as the Tribal Gaming Commission so determines.
- (c) Application for renewal must be filed with the Tribal Gaming Commission and all Chippewa Cree Tribal license fees and taxes as set by the Chippewa Cree Tribe must be paid to the Treasurer of the Chippewa Cree Tribe on or before the date respectively provided by law for each fee or tax.

- (d) Any person failing to pay any Chippewa Cree Tribal license fees or taxes due at the times respectively provided shall have their gaming licenses revoked.
- (e) No person or entity previously granted a Chippewa Cree Tribal gaming license shall be subject to a subsequent background investigation unless the Tribal Gaming Commission receives information that requires the Tribal Gaming Commission to conduct the investigation again.
- (f) Upon renewal of any Chippewa Cree Tribal license, the Tribal Gaming Commission shall issue an appropriate renewal certificate or validating device or sticker, which must be attached to each Chippewa Cree Tribal gaming license so renewed. The National Indian Gaming Commission must also be notified of any such renewal.
- (g) If any licensee fails to renew his license as provided in this section, the Tribal Gaming Commission may order the immediate closure of all his gaming activities or prohibit him from involvement in his capacity as a key employee, primary management official or individually owned gaming operator until the license is renewed by application and the payment of necessary fees, taxes, interest and any penalties.

## **CHAPTER NINE - MANAGEMENT CONTRACTS**

- 9.1 Scope. All Class II and Class III gaming operations which are conducted pursuant to a management contract shall be in accordance with this Title and the Indian Gaming Regulatory Act.
- 9.2 Requirements for review and approval.
  - (a) With the National Indian Gaming Commission's approval, the Tribe may enter into a management contract for the operation of Class II or Class III gaming operations;
  - (b) All management contracts shall be written and will become effective only after the Tribe and the management contractor have entered into such contract and the National Indian Gaming Commission has approved such contract. Approval shall be evidenced by a document dated and signed by the Chairman of the National Indian Gaming Commission. No other means of approval shall be valid.
- 9.3 Submission; time; fees.
  - (a) For management contract approval by the National Indian Gaming Commission, the Tribe shall submit in its request:

- (i) the management contract containing those required provisions of Title 25 of the Code of Federal Regulations, § 531.1, the original signatures of the Tribal Chairman and the management contractor along with a representation that the contract as submitted is the entire agreement between the parties;
  - (ii) a letter from the Tribal Chairman setting out the authority that the Tribal Chairman has to execute the contract on behalf of the Tribe together with the Business Committee's resolution granting the Tribal Chairman the authority to execute the contract;
  - (iii) a list of the persons and entities required to be identified according to Chapter Nine, §§ 4 and 6 and the information required under Chapter Nine, § 5 for Class II and Class III Gaming contracts;
  - (iv) a three (3) year business plan setting forth the parties, goals, objectives, budgets, financial plans, and related matters; and
  - (v) if applicable, justifications for wanting to contract for a term of seven (7) years instead of five (5) years and for a management contract fee in excess of thirty percent but no more than forty percent.
- (b) The Chippewa Cree Tribe or a management contractor shall submit the management contract to the National Indian Gaming Commission for approval upon execution of the contract with sufficient time for the National Indian Gaming Commission to complete its background investigation by the time the individual is to assume management responsibility for, or the management contractor is to begin managing, the gaming operation. The contract must also be submitted for approval with sufficient time for the National Indian Gaming Commission to complete its approval within ten (10) days of any proposed change in financial interest.
  - (c) The management contractor shall pay the fees as required by 25 CFR §537.3 to the National Indian Gaming Commission necessary for the National Indian Gaming Commission to complete the background investigations.

#### 9.4 Background investigations.

- (a) For submittal to the National Indian Gaming Commission, the Chippewa Cree Tribe shall conduct a background investigation on the following persons or entities for each Class II and Class III Gaming management contract application:
  - (i) each person with management responsibility for the management contract;



- (ii) each person who is a director of a corporation that is a party to the management contract;
- (iii) the ten persons who have the greatest direct or indirect financial interest in the management contract;
- (iv) any entity with a financial interest in the management contract; and
- (v) on any other identified person with a direct or indirect financial interest in the management contract otherwise designated by the National Indian Gaming Commission.

**9.5 Application form; information required.**

- (a) Where any natural person is identified in Chapter Nine, § 3(a)(iii), the management contractor shall provide to the Tribal Gaming Commission and the National Indian Gaming Commission the following:
  - (i) the items contained in Chapter Eight, § 1(a)(i), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x);
  - (ii) a current photograph, driver's license number, a list of all languages spoken;
  - (iii) business and employment positions held, and business and residence addresses currently and for the previous ten (10) years; the city, state and country of residence from age eighteen (18) to the present;
  - (iv) a complete financial statement showing all sources of income for the previous three (3) years along with the assets, liabilities and net worth of the individual as of the date of submission of this information.
- (b) The management contractor shall provide the fingerprints for each natural person identified in Chapter Nine, § 3(a)(iii), to the BIA residential Criminal Investigator and the Criminal Investigation Division of the FBI for a background check on form FD-258 (Applicant Fingerprint Card) supplied by the National Indian Gaming Commission;
- (c) Any person who has a direct or indirect financial interest in a management contract or management responsibility for a management contract shall respond within thirty days to written or oral questions propounded by the National Indian Gaming Commission;
- (d) Each person required to submit information under this section shall sign and

submit the following statement in compliance with the Privacy Act of 1974:

**Solicitation of the information in this section is authorized by 25 U.S.C. 2701 *et seq.* The purpose of the requested information is to determine the suitability of individuals with a financial interest in, or having management responsibility for , a management contract. The information will be used by the National Indian Gaming Commission members and staff and Indian tribal officials who have need for the information in the performance of their official duties. The information may be disclosed to appropriate federal, tribal, state, or foreign law enforcement and regulatory agencies in connection with a background investigation or when relevant to civil, criminal or regulatory agencies investigations or prosecutions or investigations of activities while associated with a gaming operation. Failure to consent to the disclosures indicated in this statement will mean that the Chairman of the National Indian Gaming Commission will be unable to approve the contract in which the person has a financial interest or management responsibility.**

**The disclosure of a person's Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing the information provided.**

- (e) Each person required to submit information under this section shall sign and submit the following statement on false statements:

**A false statement knowingly and wilfully provided in any of the information pursuant to this section may be grounds for not approving the contract in which I have a financial interest or management responsibility, or for disapproving or voiding such contract after it is approved by the Chairman of the National Indian Gaming Commission. Also, I may be punished by fine or imprisonment (U.S Code, title 18, section 1001).**

9.6 Listing of individuals within an entity; information required.

- (a) The management contractor for each entity identified in Chapter Nine, § 4(a)(iv), under Background Investigations, shall provide to the Chippewa Cree Tribe and

the National Indian Gaming Commission the following:

- (i) each of the ten (10) largest beneficiaries or trustees of the entity if the entity is a trust;
  - (ii) each of the ten (10) largest partners of the entity when the entity is a partnership; and
  - (iii) each person who is a director or who is one of the ten (10) largest holders of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child or sibling of the entity when the entity is a corporation.
- (b) The management contractor shall also provide;
- (i) the full names, other names used (oral or written), social security number(s), birth dates, places of birth, citizenship, and gender of each individual identified in subsection (a) of this section;
  - (ii) copies of documents establishing the existence of the entity, such as the partnership agreement, the trust agreement, or the articles of incorporation;
  - (iii) copies of documents designating the person who is charged with acting on behalf of the entity;
  - (iv) copies of bylaws or other documents that provide the day-to-day operating rules for the organization;
  - (v) a description of any previous business relationships with Indian tribes, including ownership interests in those businesses;
  - (vi) a description of any 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 entity has filed an application for a license or permit relating to gaming, whether or not such license or permit was granted;
  - (viii) the information required by Chapter Eight, § 1, (a) subsections (viii), (ix) and (x) for the entity and each individual identified in subsection (a) of this section; and
  - (ix) the complete financial statements of the entity for the previous three (3)

fiscal years.

- (c) Each entity with a direct or indirect financial interest in the management contract shall respond within thirty (30) days to written or oral questions propounded by the National Indian Gaming Commission.
- (d) Each entity required to submit information under this section shall sign and submit the following statement for false statements:

**A false statement knowingly and wilfully provided in any of the information pursuant to this section may be grounds for not approving the contract in which we have a financial interest, or for disapproving or voiding such contract after it is approved by the Chairman of the National Indian Gaming Commission. Also, we may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).**

9.7 Accounting.

- (a) The management contractor shall establish and maintain satisfactory accounting systems and procedures for the gaming operation that shall, at a minimum:
  - (i) contain an adequate system of internal accounting controls;
  - (ii) permit the preparation of financial statements in accordance with generally accepted accounting principles;
  - (iii) be conducive to an audit as provided in Chapter Nine, § 8 and Chapter 10 § 2(b) and (c);
  - (iv) allow the Class II and Class III gaming operation, the Chippewa Cree Tribe and the National Indian Gaming Commission to calculate the annual fees as provided by § 514.1 of Title 25, Code of Federal Regulations;
  - (v) permit the calculation and payment of the manager's fees; and
  - (vi) allow the allocation or division of operating expenses or overhead expenses among the Chippewa Cree Tribe, the Tribal gaming operation, the management contractor and any other user of shared facilities and services.

9.8 Audits; submission.

- (a) The Tribe shall engage an independent certified public accountant to provide an annual audit of the financial statements of each gaming operation on the Rocky Boy's Indian Reservation. Such financial statements shall be prepared in accordance with generally accepted accounting principles and the audit(s) shall be conducted in accordance with generally accepted auditing standards. Audit(s) of the gaming operations required under this section may be conducted in conjunction with any other independent audit of the Tribe, provided that the requirements of this Title are met.
- (b) The Chippewa Cree Tribe shall submit to the Tribal Gaming Commission a copy of the record of the report(s) and management letter(s) setting forth the results of each annual audit within 120 days after the end of each fiscal year of the gaming operation.
- (c) The Chippewa Cree Tribe shall reconcile its quarterly fee assessment reports, submitted under 25 CFR part 514, with its audited financial statements and make available to the National Indian Gaming Commission any reconciliation upon request by the National Indian Gaming Commission's authorized representative.

9.9 Reporting; access; guaranteed payment to Tribe; and development and construction costs.

- (a) The management contractor shall:
  - (i) be required to provide the Tribe with not less than monthly financial reports which are verifiable or which contain all the information necessary to prepare such reports;
  - (ii) provide the Tribal Gaming Commission with immediate access to the gaming operation, including its books and records. The Tribal Gaming Commission shall have the right to verify the daily gross revenues and income from the gaming operation and have access to any other gaming related information the Tribal Gaming Commission deems appropriate.
- (b) The management contract shall itself provide:
  - (i) a minimum guaranteed monthly payment to the Tribe in a sum certain that has preference over the retirement of development and construction costs; and
  - (ii) an agreed upon maximum dollar amount for the recoupment of development and construction costs.

9.10 Term limits and compensation of the management contract.

- (a) The term of the management contract shall not exceed five (5) years unless the Tribe requests that the National Indian Gaming Commission authorize the management contract for seven (7) years, provided the capital investment required and the income projections for the gaming operation will require such additional time.
- (b) A management contract shall detail the method of compensating and reimbursing the management contractor. Should the management contract provide that the management contractor be compensated by a percentage fee, this fee shall not be more than 30 percent of the net revenues of the gaming operation, provided the National Indian Gaming Commission determines that such fee is reasonable. The National Indian Gaming Commission may grant the management contractor 40 percent of the net revenues of the gaming operation if the National Indian Gaming Commission finds that the capital investment requires a 40 percent return and the income projections for the gaming operation necessitate the additional fee.

9.11 Termination; modification; dispute resolution.

- (a) The management contract shall provide the mechanisms necessary to provide for the termination and modification (subject to 25 CFR § 535.1) of the management contract. The termination of the contract shall not need approval of the National Indian Gaming Commission.
- (b) Provisions or mechanisms must be contained in the management contract to deal with disputes that may arise between:
  - (i) the management contractor and the Tribe;
  - (ii) the management contractor and customers; and
  - (iii) the management contractor and gaming operation employees.

9.12 Assignments; subcontracting; ownership interests.

- (a) The management contract must indicate whether and to what extent contract assignments and subcontracting are permissible;
- (b) The management contract must also provide to what extent changes in the ownership interests in the management contract require advance approval by the Chippewa Cree Tribe.

9.13 Effective date. The management contract shall not become effective unless and until it

is approved by the National Indian Gaming Commission, the date of the signatures of the parties notwithstanding.

- 9.14 **Prohibitions.** Any management contract the Tribe enters into for the operation of gaming shall not transfer, or in any other manner, convey any interest in land or other real property, unless specific statutory authority exists and unless clearly specified in writing in the management contract.

## **CHAPTER TEN - COMMISSION REGULATIONS**

### **10.1 Required provisions.**

- (a) The Tribal Gaming Commission shall, from time to time, adopt, amend or repeal such regulations, consistent with the policy, objectives and purposes of this Title as it may deem necessary or desirable in the Chippewa Cree Tribe's interest in carrying out the policy and provisions of this Title.
- (b) Such regulations must, without limiting the general powers herein conferred, include the following:
  - (i) Prescribe the method and form of application which gaming license applicants must follow and complete before the Tribal Gaming Commission considers such application. The application form shall include the language for notification of the Privacy Act and false statements as set out in Chapter Eight, § 2 and request the information required in Chapter Eight, § 1.
  - (ii) Prescribe the manner and procedure of all hearings conducted by the Tribal Gaming Commission or any designated hearing examiner of the Tribal Gaming Commission, including special rules of evidence applicable thereto and notices thereof.
  - (iii) Require any applicant to pay all or any part of the fees and costs of the investigation of such applicant.
  - (iv) Prescribe the manner and method of collection and payment of fees and issuance of licenses.
  - (v) Define and limit the area, games and devices permitted, and the method of operation of such games and devices for the purposes of this Title.
  - (vi) Prescribe under what conditions the nonpayment of a gaming debt by a licensee shall be deemed grounds for revocation or suspension of his

license.

- (vii) Require any applicant or licensee to waive any privilege with respect to any testimony at any hearing or meeting of the Tribal Gaming Commission, except any privilege afforded by the Constitutions of the United States or Chippewa Cree Tribe.
- (viii) Prescribe the qualifications of, and the conditions under which attorneys, accountants and others are permitted to practice before the Tribal Gaming Commission.

10.2 Control of internal fiscal affairs of Class II and Class III gaming operations; external audits. The Tribal Gaming Commission shall by regulation:

- (a) Prescribe minimum procedures for adoption by each Class II and Class III gaming operation owned by either the Chippewa Cree Tribe, private individuals or entities to exercise effective control over their internal fiscal affairs, which procedures shall include but are not limited to provisions for:
  - (i) The safeguarding of assets and revenues, especially the recording of cash and evidences of indebtedness; and
  - (ii) Reliable records, accounts and reports of transactions, operations and events, including reports to the Tribal Gaming Commission and Business Committee.
- (b) Provide for the adoption and use of external annual audits by independent accountants for each and every gaming operation on the Rocky Boy's Indian Reservation in accordance with the provisions of Chapter 9, § 8. The Chippewa Cree Tribe and the Tribal Gaming Commission shall also require that an annual independent audit of each and every gaming related contract resulting in the purchase of supplies, services or concessions for more than \$25,000 in any year on the Rocky Boy's Indian Reservation be performed. The results of such audits shall be submitted by the Tribal Gaming Commission to the National Indian Gaming Commission when completed.
- (c) For every audit required pursuant to this Title:
  - (i) The independent accountants shall submit an audit report which must express an unqualified or qualified opinion or, if appropriate, disclaim an opinion on the statements taken as a whole in accordance with standards for the accounting profession established by rules and regulations of the Montana Board of Public Accountants. The preparation of statements without an audit does not constitute compliance with this subsection.



- (ii) The examination and audit must disclose whether the accounts, records and control procedures maintained by the gaming operation are as required by the regulations of the Tribal Gaming Commission.
  - (d) Require that the Tribe construct, maintain and operate a gaming facility in a manner that adequately protects the environment and the public health and safety.
- 10.3 Periodic financial reports from Class II or Class III gaming operations. The Tribal Gaming Commission shall by regulation require periodic financial reports from each Class II and Class III gaming operation, and:
- (a) Specify standard forms for reporting the financial condition, results of operations and other relevant financial information;
  - (b) Formulate a uniform code of accounts and accounting classifications to assure consistency, comparability and effective disclosure of financial information; and
  - (c) Prescribe the intervals at which such information shall be furnished.
- 10.4 Duties of Chippewa Cree Tribal auditor. The Chippewa Cree Tribal auditor shall, in performing regular audits of the Tribal Gaming Commission and when directed by a concurrent resolution of the Business Committee, ascertain whether the control and related practices prescribed by Chapter Nine, §§ 8 and 9 inclusive, are being efficiently, effectively and equitably administered.
- 10.5 Computation and reporting of winnings, compensation and net revenue. The Tribal Gaming Commission shall adopt regulations which prescribe the manner in which winnings, compensation from gaming and gaming devices, and net revenue must be computed and reported by the gaming operation.

## **CHAPTER ELEVEN - HEARING PROCEDURES**

- 11.1 Investigations; disciplinary proceedings; administrative remedies.
- (a) A Tribal Gaming Commissioner or designated hearing examiner shall make appropriate investigation to:
    - (i) Determine whether there has been any violation of this Title or any regulations adopted hereunder;
    - (ii) Determine any facts, conditions, practices or matters which are necessary or proper to aid in the enforcement of any law or regulation;

- (iii) Aid in adopting regulations;
  - (iv) Secure information as a basis for recommending amendments relating to this Title.
- (b) If after any investigation the Commissioner or designated hearing examiner is satisfied that a license or prior approval by the Tribal Gaming Commission of any transaction for which the approval was required or permitted under the provisions of this Title should be limited, conditioned, suspended or revoked or that any provision of this Title be enforced, the Commissioner or designated hearing examiner shall initiate a hearing before the Tribal Gaming Commission by filing a complaint with the Tribal Gaming Commission in accordance with Chapter Eleven, § 3. The complaint shall include a summary of the evidence bearing on the matter and the transcript of any testimony taken in an investigative hearing.
- (c) Upon receipt of the complaint, the Tribal Gaming Commission shall review the allegations therein and all matters presented in support thereof and shall conduct further proceedings in accordance with Chapter Eleven, §§ 3 to 8, inclusive.
- (d) After the provisions of subsections (a), (b) and (c) have been complied with, the Tribal Gaming Commission may:
- (i) Limit, condition, suspend or revoke the license of any licensed gaming establishment or the individual license of any licensee without affecting the license of the establishment or the management contract of any management contractor;
  - (ii) Order a licensed gaming establishment or management contractor to keep an individual licensee from the premises of the licensed gaming establishment or not to pay the licensee any remuneration for services or any profits, income or accruals on his investment in the licensed gaming establishment; and/or
  - (iii) Civilly fine each person or entity or both, who was licensed:
    - (A) Not less than fifty dollars (\$50.00) nor more than five thousand dollars (\$5,000.00) for each separate violation of any provision herein or regulation adopted pursuant to this Title which is the subject of an initial or subsequent complaint;
  - (iv) Recommend that criminal charges be filed by the Tribal Prosecutor or by the Tribal Attorney against any violator pursuant to Chapter 13, § 6.

- (v) Enforce any other provision of this Title.
- (e) For the second violation of any provision of this Title by any licensed gaming establishment or individual licensee, the Tribal Gaming Commission shall revoke the license of the establishment or person.
- (f) If any key employee, primary management official, individually owned gaming operator or management contractor is convicted of any violation involving fraud, theft, larceny, cheating, gaming offense or other crime of immoral behavior, the Tribal Gaming Commission shall, after a hearing as provided in this Chapter, revoke, condition or suspend the individual's gaming license or management contract as is deemed appropriate.
- (g) The Tribal Gaming Commission may revoke a gaming license or management contract if the Tribal Gaming Commission finds after a hearing as provided in this Chapter that the licensee or management contractor misstated or otherwise misled the Tribal Gaming Commission in respect to any fact contained within any application for the gaming license or management contract, or subsequent to being issued such:
  - (i) Committed, attempted or conspired to do any of the acts prohibited by this Title;
  - (ii) Knowingly possessed or permitted to remain in or upon any licensed premises any cards, mechanical device or any other cheating device whatever, the use of which is prohibited by statute, ordinance or compact;
  - (iii) Concealed or refused to disclosed any material fact to or otherwise defied any investigation by the Tribal Gaming Commission;
  - (iv) Committed, attempted or conspired to commit larceny or embezzlement against a gaming licensee, management contractor or upon the premises of a licensed gaming establishment;
  - (v) Been convicted in any jurisdiction of any offense involving or relating to gaming;
  - (vi) Accepted employment without prior Tribal Gaming Commission approval in a position for which he could be required to be licensed under this Title after having been denied a license for a reason involving personal unsuitability or after failing to apply for licensing when requested to do so by the Tribal Gaming Commission;

- (vii) Been refused the issuance of any license to engage in or be involved with gaming, or had any such license revoked or suspended;
  - (viii) Been prohibited under color of governmental authority from being present upon the premises of any gaming establishment for any reason relating to improper gaming activities or any illegal act;
  - (ix) Continuously defied any investigative committee or other officially constituted bodies acting on behalf of the United States or any state, county or municipality which seeks to investigate crimes relating to gaming, corruption of public officials, or any organized criminal activities; or
  - (x) Been convicted of any felony or gross misdemeanor other than one constituting a violation of this Title.
- (h) If the Tribal Gaming Commission limits, conditions, suspends or revokes any license or imposes a fine, it shall issue a written decision and order therefor and file this document with the National Indian Gaming Commission. The Tribal Gaming Commission shall also have the decision and order served upon all affected parties.
  - (i) Any such limitation, condition, revocation, suspension or fine so made is effective unless or until reversed upon judicial review, except that the Commission may stay its order pending a rehearing or judicial review upon such terms and conditions as it deems proper.

#### 11.2 Emergency order suspending licenses.

- (a) The Tribal Gaming Commission may issue an emergency order for suspension, limitation or conditioning of a license or management contract, or may issue an emergency order requiring a licensed gaming establishment or management contract to keep an individual licensee from the premises of the licensed gaming establishment or not to pay such licensee any remuneration for services or any profits, income or accruals on the licensee's investment in the licensed gaming establishment, or may confiscate or impound the property of such licensee in the following manner:
  - (i) An emergency order may be issued only when the Tribal Gaming Commission believes that:
    - (A) There has been a violation of Chapter 13, § 6;

- (B) Such action is necessary for the immediate preservation of the public peace, health, safety, morals, good order or general welfare of the Tribe or tribal members.
- (ii) The emergency order must set forth the grounds upon which it is issued, including a statement of facts constituting the alleged emergency necessitating such action. Any emergency order which impounds or confiscates property must state the reasons that the Tribal Gaming Commission believed the property would be removed from the reservation thereby denying the Tribe an adequate remedy.
- (iii) An emergency order may be issued only with the approval of and upon signature by not less than three members of the Tribal Gaming Commission.
- (iv) The emergency order is effective immediately upon issuance and service upon the licensee or resident agent of the licensee or upon the person or entity or management contractor involved or resident agent of the entity involved. The emergency order may suspend, limit, condition or take other action in relation to the license of one or more persons in an operation without affecting other individual licensees or the licensed gaming establishment. The emergency order remains effective until further order of the Tribal Gaming Commission or final disposition of the case.
- (v) Within 5 days after issuance of an emergency order, the Tribal Gaming Commission shall cause a complaint to be filed and served upon the person, entity or management contractor involved in accordance with the provisions of Chapter Eleven, § 3.
- (vi) Thereafter, the person, entity or management contractor against whom the emergency order has been issued and served is entitled to a hearing before the Tribal Gaming Commission in accordance with Chapter Eleven, §§ 3 to 8, inclusive, and to judicial review of the decision and order of the Tribal Gaming Commission in accordance with Chapter Twelve, §§ 1 to 4, inclusive.

11.3 Complaint; answer; failure to answer or appear; notice of hearing.

- (a) The complaints referred to in Chapter Eleven, §§ 1 and 2 must be a written statement of charges which must set forth in ordinary and concise language the acts or omissions with which the respondent is charged. The complaint must specify the statutes and regulations which the respondent is alleged to have violated, and how the respondent's acts or omissions violated such statutes and regulations.

- (b) A complaint may be filed by either a licensee or a patron whenever a licensee refuses payment of alleged winnings to a patron, the licensee and the patron are unable to resolve the dispute to the patron's satisfaction and the dispute involves:
  - (i) At least \$500.00, upon which the licensee shall immediately notify the Tribal Gaming Commission; or
  - (ii) Less than \$500.00, upon which the licensee shall inform the patron of his right to request that the Tribal Gaming Commission conduct an investigation.
- (c) A licensee, applicant for a license or an applicant for a management contract may file a complaint asking for clarification of any question of construction or validity of any rule or regulation contained under this Title.
- (d) Upon the filing of the complaint, the Tribal Gaming Commission shall serve a copy of the complaint upon any party not having notice of the complaint either personally or by registered or certified mail at the party's address on file with the Tribal Gaming Commission.
- (e) Except as provided in subsection (f), the respondent must answer within 20 days after the service of the complaint. The respondent's answer:
  - (i) Must state in short and plain terms the defenses to each claim asserted.
  - (ii) Must admit or deny the facts alleged in the complaint.
  - (iii) Must state which allegations the respondent is without knowledge or information to form a belief as to their truth. Such allegations shall be deemed denied.
  - (iv) Must affirmatively set forth any matter which constitutes an avoidance or affirmative defense.
  - (v) May demand a hearing. Failure to demand a hearing constitutes a waiver of the right to a hearing and to judicial review of any decision or order of the Tribal Gaming Commission, but the Tribal Gaming Commission may order a hearing even if the respondent so waives this right.
- (f) Failure to answer or to appear at the hearing constitutes an admission by the respondent of all facts alleged in the complaint. The Tribal Gaming Commission may take action based on such an admission and on other evidence without further

notice to the respondent. If the Tribal Gaming Commission takes action based on such an admission, it shall include in the record which evidence was the basis for the action.

- (g) The Tribal Gaming Commission shall determine the time and place of the hearing as soon as it is reasonably practical after receiving the respondent's answer or the time for the answer to be submitted has elapsed. The Tribal Gaming Commission shall deliver or send by registered or certified mail a notice of hearing to all parties at least 10 days before a hearing.

11.4 Hearing: Subpoena; payment of fees, subsistence and transportation for witness; deposition.

- (a) Prior to a hearing before the Tribal Gaming Commission, and during a hearing upon reasonable cause shown, the Tribal Gaming Commission shall issue subpoenas and subpoenas duces tecum at the request of a party. All witnesses appearing pursuant to subpoena, other than parties, officers or employees of the Tribe or any political subdivision thereof, are entitled to receive fees and mileage in the same amounts and under the same circumstances as provided by law for witnesses in civil actions in the Tribal Court. Witnesses entitled to fees or mileage who attend hearings at points so far removed from their residences as to prohibit return thereto from day to day are entitled, in addition to witness fees and in lieu of mileage, to the per diem compensation for subsistence and transportation authorized for tribal officers and employees for each day of actual attendance and for each day necessarily occupied in traveling to and from the hearings. Fees, subsistence and transportation expenses must be paid by the party at whose request the witness is subpoenaed. The Tribal Gaming Commission may award as costs the amount of all such expenses to the prevailing party.
- (b) The testimony of any material witness residing within or without the Rocky Boy's Reservation may be taken by deposition in the manner provided by the Chippewa Cree Tribal Law and Order Code.

11.5 Procedure; use of affidavit.

- (a) At all hearings before the Tribal Gaming Commission other than investigative hearings:
  - (i) Oral evidence may be taken only upon oath or affirmation administered by the Tribal Gaming Commission.
  - (ii) Every party has the right to:
    - (A) Call and examine witnesses;

- (B) Introduce exhibits relevant to the issues of the case, including the transcript of testimony at any investigative hearing conducted by or on behalf of the Tribal Gaming Commission;
  - (C) Cross-examine opposing witnesses on any matters relevant to the issues of the case, even though the matter was not covered in a direct examination;
  - (D) Impeach any witness regardless of which party first called him to testify; and
  - (E) Offer rebuttal evidence.
- (iii) If the respondent does not testify in his own behalf, the respondent may be called and examined as if under cross-examination.
  - (iv) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted and is sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in a civil action.
  - (v) The parties or their counsel may by written stipulation agree that certain specified evidence may be admitted even though such evidence might otherwise be subject to objection.
  - (vi) The hearing must be reported either stenographically or by tape recorder.
- (b) The Tribal Gaming Commission may take official notice of any generally accepted information or technical or scientific matter within the field of gaming, and of any other fact which may be judicially noticed by the courts of the Chippewa Cree Tribe. The parties must be informed of any information, matters or facts so noticed, and must be given a reasonable opportunity, on request, to refute such information, matters or facts by evidence or by written or oral presentation of authorities, the manner of such refutation to be determined by the Tribal Gaming Commission.

11.6 Amended or supplemental pleadings. The Tribal Gaming Commission may, before submission of the case for decision, permit the filing of amended or supplemental pleadings and shall notify all parties thereof, and provide a reasonable opportunity for objections thereto.



11.7 Contempt. If any person in proceedings before the Tribal Gaming Commission disobeys or resists any lawful order or refuses to respond to a subpoena, or refuses to take the oath or affirmation as a witness or thereafter refuses to be examined, or is guilty of misconduct during the hearing or so near the place thereof as to obstruct the proceeding, the Tribal Gaming Commission may certify the facts to the Chippewa Cree Tribal Court. The Court shall thereupon issue an order directing the person to appear before the Court and show cause why he should not be punished for contempt. The Court order and a copy of the statement of the Tribal Gaming Commission must be served on the person cited to appear. Thereafter the Court has jurisdiction of the matter, and the same proceedings must be had, the same penalties may be imposed and the person charged may purge himself of the contempt in the same way as in the case of a person who has committed a contempt in the trial of a civil action before the Chippewa Cree Tribal Court.

11.8 Written decision and order of Commission; rehearing.

- (a) After the hearing of a contested matter, the Tribal Gaming Commission shall render a written decision on the merits which must contain findings of fact, a determination of the issues presented and the sanction(s) or penalty to be imposed, if any. The Tribal Gaming Commission shall thereafter make and enter its written order in conformity to its decision. No member of the Tribal Gaming Commission who did not hear the evidence may vote on the decision. The affirmative votes of a majority of the whole Tribal Gaming Commission are required to impose any sanction or penalty. Copies of the decision and order must be served on the parties personally or sent to them by registered or certified mail. The Tribal Gaming Commission shall send a copy of the decision to the National Indian Gaming Commission. The decision is effective upon such service, unless the Tribal Gaming Commission orders otherwise.
- (b) The Tribal Gaming Commission may rehear the matter, upon motion made within 10 days after service of the decision and order. The motion must not be granted except upon a showing that there is additional evidence which is material and necessary and reasonably calculated to change the decision of the Tribal Gaming Commission, and that sufficient reason existed for failure to present the evidence at the hearing of the Tribal Gaming Commission. The motion must be supported by an affidavit of the moving party or his counsel, showing with particularity the materiality and necessity of the additional evidence and the reason why it was not introduced at the hearing. Upon rehearing, rebuttal evidence to the additional evidence must be permitted. The Tribal Gaming Commission may limit the evidence solely to the new evidence not available during the original hearing, or hear the matter de novo, depending upon the circumstances of the case. After rehearing, the Tribal Gaming Commission may modify its decision and order as the additional evidence may warrant. Copies of this decision are to be disseminated in accordance with subsection (a).

## **CHAPTER TWELVE - JUDICIAL REVIEW**

### **12.1 Judicial review: Petition; intervention; stay.**

- (a) Any person aggrieved by a final decision or order of the Tribal Gaming Commission made after hearing or rehearing by the Tribal Gaming Commission pursuant to Chapter Eleven, §§ 3 to 8, inclusive, may obtain a judicial review thereof in the Tribal Court. A rehearing before the Tribal Gaming Commission need not be sought prior to seeking judicial review.
- (b) The judicial review must be initiated by filing a petition with the Tribal Court within 20 days after the effective date of the Tribal Gaming Commission's final decision or order. A petition may not be filed in Tribal Court either before the aggrieved party has properly utilized the Tribal Gaming Commission's hearing or rehearing procedures, or while a petition for rehearing or a rehearing is pending before the Tribal Gaming Commission. The petition must set forth the order or decision appealed from and the grounds or reasons why petitioner contends a reversal or modification should be ordered.
- (c) Copies of the petition must be served upon the Tribal Gaming Commission and all other parties of records, or their counsel of record, either personally or by certified mail.
- (d) The court, upon a proper showing, may permit other interested persons to intervene as parties to the appeal or as friends of the court.
- (e) The filing of the petition does not stay enforcement of the decision or order of the Tribal Gaming Commission, but the Tribal Gaming Commission may grant a stay upon such terms and conditions as it deems proper.

### **12.2 Record on review.**

- (a) Upon written request of petitioner and upon payment of such reasonable costs and fees as the Tribal Gaming Commission may prescribe, the complete record for the hearing before the Tribal Gaming Commission, or such parts thereof as are designated by the petitioner, must be prepared by the Tribal Gaming Commission for the Tribal Court's review.
- (b) The complete record must include copies of:
  - (i) All pleadings in the case;

- (ii) All notices and interim orders issued by the Tribal Gaming Commission in connection with the case;
  - (iii) All stipulations;
  - (iv) The decision and order appealed from;
  - (v) A transcript of all testimony, evidence and proceedings at the hearing;
  - (vi) The exhibits admitted or rejected; and
  - (vii) Any other papers in the case.
- (c) The original of any document may be used in lieu of a copy thereof. The record on review may be shortened by stipulation of all parties to the review proceedings.
  - (d) The complete record must be filed with the reviewing court within 30 days after service of the petition for review, but the Court may allow the Tribal Gaming Commission additional time to prepare and transmit the record.

12.3 Additional evidence taken by Commission; review confined to record; court may affirm, remand or reverse.

- (a) The Tribal Court may, upon motion therefor, order that additional evidence in the case be taken by the Tribal Gaming Commission upon such terms and conditions as the Court may deem just and proper. The motion must not be granted except upon a showing that the additional evidence is material and necessary and that sufficient reason existed for failure to present the evidence at the hearing of the Tribal Gaming Commission. The motion must be supported by an affidavit of the moving party or his counsel showing with particularity the materiality and necessity of the additional evidence and the reason why it was not introduced in the Tribal Gaming Commission hearing. Rebuttal evidence to the additional evidence must be permitted. In cases in which additional evidence is presented to the Tribal Gaming Commission, the Tribal Gaming Commission may modify its decision and order as the additional evidence may warrant and shall file with the Tribal Court a transcript of the additional evidence together with any modifications of the decision and order, all of which become a part of the record on review.
- (b) The review must be conducted by the Tribal Court sitting without a jury, and must not be a trial de novo, but is confined to the record on review.

- (c) The Tribal Court may affirm the decision and order of the Tribal Gaming Commission, remand the case for further proceedings or reverse the Tribal Gaming Commission's decision if the substantive rights of the petitioner have been prejudiced because the decision was:
  - (i) In violation of constitutional provisions;
  - (ii) In excess of the statutory authority or jurisdiction of the Tribal Gaming Commission;
  - (iii) Made upon unlawful procedure;
  - (iv) Unsupported by any evidence; or
  - (v) Arbitrary or capricious or otherwise not in accordance with the law.

12.4 Appeal to appellate court; exclusive method of review for disciplinary hearings; certain actions not subject to judicial review.

- (a) Any party aggrieved by the final decision of the Chippewa Cree Tribal Court after a review of the decision and order of the Tribal Gaming Commission may appeal to the Chippewa Cree Appellate Court. The Appellate Court shall follow the same procedure thereafter as in appeals in civil actions, and may thereafter, reverse or modify the decision as the record and law warrant.
- (b) The judicial review by the Trial and Appellate Courts afforded in this Chapter is the exclusive method of review of the Tribal Gaming Commission's actions, decisions and orders in disciplinary hearings held pursuant to Chapter Eleven, §§ 3 to 8, inclusive.

## **CHAPTER THIRTEEN - MISCELLANEOUS PROVISIONS**

13.1 Investigative fund.

An investigative fund is hereby created as a special revenue fund for the purposes of paying all expenses incurred by the Tribal Gaming Commission for investigation of an application for a license. The special revenue of the investigative fund is the money received by the Chippewa Cree Tribe from the respective applicants. The amount to be paid by each applicant is the amount determined by the Tribal Gaming Commission in each case.

13.2 Declaratory judgment; limitations on injunctive relief.

- (a) The Tribal Gaming Commission, any applicant or licensee may obtain a judicial determination of any question of construction or validity of the provisions contained under this Title or any regulation of the Tribal Gaming Commission by bringing an action for a declaratory judgment in Tribal Court.
- (b) When an action is brought by a person other than the Tribal Gaming Commission, the Tribal Gaming Commission must be made a party to the action and the tribal attorney must be served with a copy of the complaint and is entitled to appear in the action.
- (c) Statutes, regulations and this Title reviewed pursuant to this section must be construed in a manner consistent with the declared policy of the Tribe.
- (d) The filing of a complaint for judicial determination under this section does not stay enforcement of any Tribal Gaming Commission action. The Tribal Gaming Commission may grant a stay upon appropriate terms.
- (e) In any proceeding brought under this section, the Tribal Court shall not grant any injunctive relief or relief based upon any other extraordinary common law writ to:
  - (i) Any applicant for a management contract;
  - (ii) Any person who has been ordered by the Tribal Gaming Commission to submit his application for licensing or management contract;
  - (iii) Any person seeking judicial review of an action of the Tribal Gaming Commission which is subject to the provisions of Title.

13.3 Injunctions.

- (a) The tribal attorney, at the direction of the Tribal Gaming Commission, may institute a civil action in tribal court against any person subject to this Title to restrain a violation of this Title.
- (b) The Chippewa Cree Tribal Court shall give priority over other civil actions to an action brought pursuant to this section.
- (c) An action brought against a person pursuant to this section does not preclude a criminal action or administrative proceeding against that person.

13.4 Prosecution by tribal attorney of violations of criminal gaming laws.

- (a) If the tribal prosecutor fails to file a complaint for a criminal offense due to a violation of this Title, within 15 days after the Tribal Gaming Commission so requests in writing, the Tribal Gaming Commission may recommend to the tribal attorney that he file a complaint as the facts may warrant, and thereafter proceed as appropriate to complete the prosecution. Upon a written recommendation to prosecute from the Tribal Gaming Commission, the tribal attorney may so file the matter without leave of court and has exclusive charge of the prosecution.
- (b) If the tribal prosecutor declines to prosecute a gaming offense after receiving a written request to do so from the Tribal Gaming Commission, he may respond in writing to the Tribal Gaming Commission within the 15-day period specified in subsection (a) and state the reasons why he so declines.

13.5 Gaming or employment in gaming prohibited for persons under 21.

- (a) A person under the age of 21 years shall not:
  - (i) Play, or be allowed to play, any Class II or Class III game,
  - (ii) Loiter, or be permitted to loiter, in or about any room or premises wherein any Class II or Class III game is operated or conducted.
  - (iii) Be employed as a gaming employee except in a counting room.
- (b) Any licensee, employee, management contractor or other person who violates or permits the violation of any of the provisions of this section and any person, under 21 years of age, who violates any of the provisions of this section is guilty of an offense and subject to a \$5,000 fine, one year imprisonment, or both.
- (c) In any prosecution or other proceeding for the violation of any of the provisions of this section, it is no excuse for the licensee, employee, management contractor or other person to plead that he believed the person to be 21 years old or over.

13.6 Criminal Violations and Penalties.

- (a) Conviction by a court of competent jurisdiction of a person for a violation of, an attempt to violate, or a conspiracy to violate any of the provisions of this Title may act as an immediate revocation of all licenses which have been issued to the violator, and in addition, the court may, upon application of the tribal attorney or tribal prosecutor, order that no new or additional license under this Title be issued to the violator, or be issued to any persons for the room or premises in which the violation occurred, for 1 year after the date of the revocation.

- (b) Any person who willfully fails to report, pay or truthfully account for and pay any license fee or tax imposed by the provisions of this Title, or willfully attempts in any manner to evade or defeat any such license fee, tax or payment thereof, shall be guilty of an offense and is subject to a penalty of up to a \$5,000 fine, one year imprisonment, or both.
- (c) Any person who willfully violates, attempts to violate, or conspires to violate any of the provisions of Chapter Four shall be guilty of an offense and is subject to a penalty up to \$5,000 fine, one year imprisonment, or both.
- (d) A licensee who puts additional games or gaming devices into play or displays additional games or gaming devices in a public area without first obtaining all required licenses and approval shall be guilty of an offense and is subject to a penalty up to a \$5,000 fine, one year imprisonment, or both.
- (e) Any person who violates any of the provisions of this Title, the penalty for which is not specifically fixed in this Title shall be guilty of an offense and is subject to a penalty up to a \$5,000 fine, one year imprisonment, of both.
- (f) Any person who operates, carries on or exposes for play any Class II or Class III gaming after his license becomes subject to renewal, and thereafter fails to apply for renewal as provided in this section, is guilty of an offense and, in addition to being subject to a penalty of up to a \$5000 fine and/or one year imprisonment, is liable to the Chippewa Cree Tribe for all license fees, taxes and penalties which would have been due upon application for renewal.
- (g) Any person or entity who has violated any of the provisions of this Title or this section and does not fall within the criminal jurisdiction of the Chippewa Cree Tribe, is subject to the civil jurisdiction of the Tribe and is thereupon subject to a civil fine of up to \$5,000.00 per violation, subject to immediate gaming license revocation, suspension or limitation, to property impoundment and confiscation, and/or to removal from the Rocky Boy's Reservation as the Tribal Gaming Commission or the Tribal Court deems appropriate. These sanctions are in addition to the administrative violation and remedies available to the Tribal Gaming Commission.

#### 13.7 Severability Clause.

If any provision of this Title is held invalid, such invalidity shall not affect the other provisions of this Title.