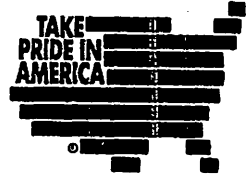




# United States Department of the Interior



OFFICE OF THE SECRETARY  
Washington, D.C. 20240

SEP 24 2001

Honorable Earl Barbry, Sr.  
Chairman  
Tunica-Biloxi Tribe of Louisiana  
Post Office Box 331  
Marksville, Louisiana 71351

Dear Chairman Barbry:

On August 16, 2001, we received the Amendment to the Tribal-State Compact (Amendment) for the conduct of Class III Gaming between the Tunica-Biloxi Indian Tribe (Tribe) and the State of Louisiana (State), executed on August 14, 2001. We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Amendment. The Amendment shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Assistant Secretary - Indian Affairs

Enclosure

Similar Letter Sent to: Honorable Murphy J. Foster, Jr.  
Governor, State of Louisiana  
Baton Rouge, Louisiana 70804

**TRIBAL-STATE COMPACT  
FOR THE CONDUCT OF CLASS III GAMING  
BETWEEN THE  
TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA  
AND THE  
STATE OF LOUISIANA**

**TRIBAL-STATE COMPACT  
FOR THE CONDUCT OF CLASS III GAMING  
BETWEEN THE  
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**TRIBAL-STATE COMPACT**  
**FOR THE CONDUCT OF CLASS III GAMING**  
**BETWEEN THE**  
**TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA**  
**AND THE**  
**STATE OF LOUISIANA**

**WHEREAS,** the Tunica-Biloxi Indian Tribe of Louisiana is a sovereign Indian Nation that possesses powers of self-government, and is recognized as an Indian Tribe by the United States of American; and

**WHEREAS,** the Tunica-Biloxi Indian Tribe of Louisiana possesses Indian lands that are located within the State of Louisiana, and that are held in trust by the United States of America; and

**WHEREAS,** in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes; and

**WHEREAS,** the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

**WHEREAS,** the Congress of the United States of America has found that "Indian Tribes have the exclusive right to regulate gaming activity on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not as a matter of criminal law and public policy prohibit such gaming activity"; and

**WHEREAS,** certain gaming activities have been authorized by the State of Louisiana by the enactment of the Louisiana Gaming Control Law, La. R. S. 27:1, et seq.; and

**WHEREAS,** the Tunica-Biloxi Indian Tribe of Louisiana was originally authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution No. 92-11 of the Tunica-Biloxi Indian Tribal Council, and by the Indian Gaming Regulatory Act, and was authorized and did agree to amend and extend this Tribal-State Compact by Resolution No. 99-54 and Resolution No. 20-16 of the Tunica-Biloxi

Indian Tribal Council, and is authorized to amend and extend this Tribal-State Compact by Resolution No. \_\_\_\_\_ of the Tunica-Biloxi Indian Tribal Council; and

**WHEREAS,** the State of Louisiana is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, as amended by Act No. 817 of the 1993 Regular Session of the Legislature, and by the Indian Gaming Regulatory Act;

**NOW THEREFORE WE,** the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, by virtue of the authority vested through the Constitution and laws of the United States of American and the State of Louisiana, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby amend and extend this Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on November 4, 1992, as is set forth more fully herein and enumerated below:

#### **SECTION 1: INTERPRETATION OF TRIBAL-STATE COMPACT**

- (A) Nothing in this Tribal-State Compact shall be applicable to any issues that are endemic to the Tunica-Biloxi Indian Tribe of Louisiana, or to any issues that are not related to the conduct of Class III gaming. This Tribal-State Compact shall be governed by and construed in accordance with the Constitution and laws of the State of Louisiana. Where this Tribal-State Compact is silent, the Constitution and laws of the State of Louisiana apply to all aspects of the relationship between the parties.
- (B) When this Tribal-State Compact is clear and unambiguous and its application does not lead to absurd consequences, this Tribal-State Compact shall be applied as written and no further interpretation may be made in search of the intent of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana. When the language of this Tribal-State Compact is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purposes of this Tribal-State Compact. The words of this Tribal-State Compact must be given their generally prevailing meaning. Words of art and technical terms must be given their technical meaning when this Tribal-State Compact involves a technical matter, and when applicable, they must be given their identical meaning as provided in the Indian Gaming Regulatory Act. When the words of this Tribal-State Compact are ambiguous, their meaning must be sought by examining the context in which they occur and the text of this Tribal-State Compact as a whole. Words on the same subject matter must be interpreted in reference to each other.

- (C) Unless the context of this Tribal-State Compact clearly indicates otherwise:
- (1) Words used in the singular number apply also to the plural.
  - (2) Words used in the plural number include the singular.
  - (3) Words used in one gender apply also to the other.
  - (4) The word “shall” is mandatory and the word “may” is permissive.
  - (5) The word “and” indicates the conjunctive.
  - (6) The word “or” indicates the disjunctive.
  - (7) When words are phrased in the disjunctive followed by the words “or both” both the conjunctive and disjunctive are intended.
  - (8) The word “and” or “or” between the last two items in a series applies to the entire series.
- (D) All rights and obligations of the State of Louisiana pursuant to this Tribal-State Compact shall be exercised and satisfied by the Governor of the State of Louisiana in his official capacity, his designees, or the Department of Public Safety and Corrections.

## **SECTION 2: EFFECT OF TRIBAL-STATE COMPACT**

- (A) The Tunica-Biloxi Indian Tribe of Louisiana shall have all necessary power and authority to conduct Class III gaming on its Indian lands that are described in Appendix A to this Tribal-State Compact. The Tunica-Biloxi Indian Tribe of Louisiana shall conduct all gaming activity pursuant to the terms and conditions of this Tribal-State Compact, the Indian Gaming Regulatory Act, and all other applicable State and federal laws.
- (B) Nothing in this Tribal-State Compact shall be deemed to authorize the State of Louisiana to impose any tax, fee, charge, or assessment upon the Tunica-Biloxi Indian Tribe of Louisiana, or upon any Tribal gaming operation, except as expressly authorized pursuant to this Tribal-State Compact.
- (C) Nothing in this Tribal-State Compact shall be deemed to admit, concede, or waive any right or obligation of the Tunica-Biloxi Indian Tribe of Louisiana

or the State of Louisiana relative to any taxing authority vested in the State of Louisiana by the Constitution and laws of the United States of America and the State of Louisiana.

- (D) **Nothing in this Tribal-State Compact shall be deemed to authorize the State of Louisiana to regulate the government of the Tunica-Biloxi Indian Tribe of Louisiana in any manner, including the Tribal Gaming Commission, or to interfere with the selection of its governmental officers, including the Tribal Gaming Commission. No licensing or certification requirement contemplated by this Tribal-State Compact shall be applicable to such officers with respect to their capacity as officers of the Tunica-Biloxi Indian Tribe of Louisiana.**
  
- (E) **Nothing in this Tribal-State Compact shall be deemed to affect the operation of any Class II gaming, whether or not conducted within the gaming facilities, or to confer upon the State of Louisiana any jurisdiction over Class II gaming conducted by the Tunica-Biloxi Indian Tribe of Louisiana on its Indian lands.**
  
- (F) **Each provision of this Compact shall stand separate and independent of every other provision, section and subsection. In the event that a court of proper authority and jurisdiction should find any such provision, section, or subsection to be invalid or invalid as applied; or if the Secretary of the Interior for the United States of America or his/her representative disapproves such provision, section, or sub-section, or if the Secretary of the Interior for the United States of America or his/her representative does not approve this Compact, but allows it to go into effect, under Section 2710(d)(8)(C) of the IGRA, and thereafter the Secretary or his/her representative or the Tribe deems that any such provision, section, or sub-section is inconsistent with the provisions of the IGRA and is therefore invalid or unenforceable, then the remaining provisions, sections and subsections of this Compact shall remain in full force and effect. In such event, the Tribe and the State shall immediately enter into a non-binding mediation process as provided for in Section 14(C) of this Compact in an effort to agree upon a revision of the provision, section, or sub-section so disapproved which is both mutually agreeable to the parties and acceptable to the Secretary. If at the end of a period of one hundred and eighty (180) days no such revision has been agreed upon, this Compact shall terminate at midnight on the one hundred and eightieth (180<sup>th</sup>) day. The one hundred and eighty day period shall begin to run from the date the Secretary of the Interior or his representative formally disapproves the Compact or any part thereof, or on the date the Tribe gives the State written notice that it does not deem any general or specific provisions of the Compact to be consistent with federal law and does not intend to be**



bound by such provision or provisions of this amended and extended Compact.

- (G) The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana agree that by entering into this Tribal-State Compact, neither shall be deemed to have waived any rights pursuant to the Indian Gaming Regulatory Act. In the event that the State of Louisiana should refuse to enter-into a Tribal-State Compact concerning other forms of Class III gaming, neither the Tunica-Biloxi Indian Tribe of Louisiana nor the State of Louisiana shall be deemed to have waived any rights, arguments, or defenses applicable to such a procedure.
- (H) The jurisdiction and waiver of sovereign immunity provided by this Tribal-State Compact shall be strictly limited to matters and issues arising directly from this Tribal-State Compact.
- (I) Relative to the conduct of Class III gaming, this Tribal-State Compact constitutes the entire agreement between the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, and supersedes all prior written and oral agreements. This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the Tunica-Biloxi Indian Tribe of Louisiana and by the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America.

### **SECTION 3: TERRITORIAL AND GENERAL JURISDICTION**

- (A) The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana recognize and respect all territorial rights and the independent sovereign existence of each other, and shall:
  - (1) Accord the fullest mutual respect to the legal institutions and cultural traditions of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, insofar as they are consistent with preserving and protecting the health, safety, and welfare of all.
  - (2) Have all necessary concurrent jurisdiction to fully ensure the protection of the public, the Tunica-Biloxi Indian Tribe of Louisiana, and the State of Louisiana.
  - (3) Avoid any undue adverse impact or expansive influence on tribal government or on traditional Tribal jurisdictional mechanisms, such

as Tribal discussion and consensus, and on non-traditional but Tribally-adopted written jurisdiction mechanism, such as the actions of representative bodies like Tribal commissions, boards, or courts, as these jurisdictional mechanisms pertain to Tribal jurisdiction over Tribal members. This intent to respect such existing intra-Tribal jurisdictional mechanisms applies particularly, but not exclusively, to those related to the recognition of the Tunica-Biloxi Indian Tribe of Louisiana as possessing powers of self-government.

- (B) The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall retain all sovereignty and immunity to suit while discussing, negotiating, or confecting this Tribal-State Compact. The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana intend and agree that all issues purely of Tribal law are to be determined in accordance with the legal mechanisms of the Tunica-Biloxi Indian Tribe of Louisiana, and that all other issues are to be determined in accordance with federal law, where applicable, the provisions of this Tribal-State Compact, where applicable, and the laws of the State of Louisiana, where applicable.
- (C) In the interest of clarity of authority, and to preserve and to protect the health, safety, and welfare of all, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall:
  - (1) Apply all federal laws applicable to Indian gaming, lands, or subject matter as being fully operative and applicable within all Tribal lands and areas of gaming activity.
  - (2) Preserve the full territorial and subject matter jurisdiction of the Tunica-Biloxi Indian Tribe of Louisiana.
  - (3) Preserve the full territorial and subject matter jurisdiction of the State of Louisiana.
  - (4) Accord the State of Louisiana concurrent criminal jurisdiction and concurrent law enforcement authority within the lands of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, when exercising any subject matter jurisdiction accorded the State of Louisiana pursuant to this Tribal-State Compact.
  - (5) Accord the Tunica-Biloxi Indian Tribe of Louisiana, including its duly constituted Tribal law enforcement authorities, full territorial jurisdiction, as well as concurrent law enforcement authority within the lands of the Tunica-Biloxi Indian Tribe of Louisiana and within

any Parishes where they have been duly commissioned by a local law enforcement agency, when exercising any subject matter jurisdiction accorded the Tunica-Biloxi Indian Tribe of Louisiana pursuant to this Tribal-State Compact, or when exercising the authority accorded to the Tunica-Biloxi Indian Tribe of Louisiana pursuant to any agreements made with a local law enforcement agency.

- (D) The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall be available to meet and discuss with local communities on issues relative to the conduct of Class III gaming and its impact upon the local communities.

#### **SECTION 4: CRIMINAL LAW SUBJECT MATTER JURISDICTION**

- (A) The State of Louisiana shall have concurrent criminal jurisdiction over all persons, including enrolled members of federally recognized Indian Tribes, who commit offenses made criminal by the laws of the United States of America or the State of Louisiana, on or within that portion of the Indian gaming lands that are described in Appendix A of this Tribal-State Compact. Any criminal law subsequently enacted or amended by the United States of America or the State of Louisiana shall be effective within this area, and shall be the concurrent enforcement responsibility of the State of Louisiana.
- (B) All federal criminal laws applicable to Indian gaming, lands, or subject matter shall be fully operative and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.
- (C) All criminal laws of the Tunica-Biloxi Indian Tribe of Louisiana that are written, promulgated, and published in the English language, and are not inconsistent with the Constitution or laws of the United States of America or of the State of Louisiana, shall be fully operative, assimilated as State law, and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

#### **SECTION 5: CRIMINAL LAW ENFORCEMENT AUTHORITY**

**Within** the respective applicable territorial limits as provided in this Tribal-State Compact:

- (A) The duly constituted Tribal law enforcement authorities of the Tunica-Biloxi Indian Tribe of Louisiana shall have primary law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all Tribal

criminal laws applicable under this Tribal-State Compact. The laws of the State of Louisiana may be enforced by the Tribal law enforcement authorities on non-Tribal lands where the Tribal law enforcement authorities have been duly commissioned by a local law enforcement agency. By written request of the Tunica-Biloxi Indian Tribe of Louisiana, local, State, or federal law enforcement offices may be granted authority to enforce Tribal criminal laws.

- (B) The Tunica-Biloxi Indian Tribe of Louisiana shall have the concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. This concurrent law enforcement authority may be initiated in emergency situations by arrest or other appropriate action, but otherwise may be initiated or continued only after immediate and effective notice to the Department of Public Safety and Corrections. In the exercise of this concurrent law enforcement authority, the Tribe shall cooperate with, and shall not in any way impede, the Department of Public Safety and Corrections in its exercise of its own concurrent law enforcement authority.
- (C) The State of Louisiana shall have concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Tribal-State Compact. The Tunica-Biloxi Indian Tribe of Louisiana and the Department of Public Safety and Corrections are to receive immediate and effective notification from each other upon the discovery that a criminal act may have occurred in the gaming facility. The Department of Public Safety and Corrections shall not be required to give such notice in the unusual event that giving such notice would be reasonably expected to compromise an ongoing investigation. Neither the Tunica-Biloxi Indian Tribe of Louisiana nor the State of Louisiana is obligated to exercise or take any action pursuant to such authority and powers on Tribal lands. The primary law enforcement agency of the State of Louisiana shall be the Department of Public Safety and Corrections.
- (D) To facilitate law enforcement activities on Tribal lands, within Avoyelles Parish, or within adjacent Parishes, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana may enter into cross-deputization or similar contracts or agreements, including but not limited to, agreements with each other, with Sheriffs or other local law enforcement agencies, with District Attorneys, local governmental agencies, and with agencies of the United States of America. Such agreements may include provisions for necessary funding.

- (E) On Indian lands described in Appendix A to this Tribal-State Compact, the plenary law enforcement powers of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana include, but are not limited to, immediate access to any premises, building, location, storage facility, or place whatsoever, wherever, in which might be found any thing, tangible or intangible, produced by, a part of, contributing to, or in any way whatsoever related to, a violation of any criminal law made applicable by this Tribal-State Compact. This access includes, but is not limited to, books, records, equipment, electronic data, and supplies. On non-gaming Indian lands, this access may be exercised by the State of Louisiana only in the company of, or proceeded by authorization from, a designated official of the Tunica-Biloxi Indian Tribe of Louisiana.

## **SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS**

- (A) The gaming facilities and operation authorized by this Tribal-State Compact have been validated by the Tunica-Biloxi Indian Tribe of Louisiana to be in conformity with the requirements of this Tribal-State Compact. Verification of this requirement shall be made through a joint inspection, followed by a letter of compliance sent by the State of Louisiana within seven (7) working days after the completion of the inspection. In the event that the State of Louisiana determines that the gaming facilities or operation are not in compliance with this Tribal-State Compact, it shall identify the reasons for such determination in a written notice of non-compliance. Upon receipt of such notice of non-compliance, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall meet within seven (7) working days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(D) et seq. of this Tribal-State Compact.
- (B) Any management company, including its principals, utilized by the Tunica-Biloxi Indian Tribe of Louisiana to assist in the management or operation of the gaming facilities or operation, shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana, be certified by the State of Louisiana, and shall satisfy all federal requirements prior to providing management services for Class III gaming activities, and every two (2) years thereafter.
- (C) Each person or entity extending financing to the gaming facilities or operation shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana prior to providing financial services, and every two (2) years thereafter, unless they are granted presumptive suitability under the provisions of this Tribal-State Compact.

- (D) Each manufacturer and supplier of gaming services, supplies, or equipment shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana prior to the sale of any gaming goods or services, and every two (2) years thereafter. If a supplier or manufacturer possesses a valid gaming license issued by the State of Louisiana, it may be deemed certified for the purposes of this Tribal-State Compact, provided that they submit an updated certification application and/or affidavit, and remit the appropriate certification fees and tax clearance forms to the State of Louisiana. Nothing in this Tribal-State Compact shall be deemed to invalidate existing certification.
- (E) Each person or entity that provides the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions during the immediate past twelve (12) month period, who has received in excess of \$50,000.00 annually from the Class III gaming facilities or operation as payment for providing non-gaming goods and services to the Tribal gaming operation shall, except as provided in subparts G and H of this section, be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana prior to the sale of any goods or services, in excess of \$50,000.00 and every two (2) years thereafter. Persons or entities that provide the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions in amounts less than as provided above, are exempt from the licensing and certification requirements, provided:
- (1) Not less than monthly, the Tunica-Biloxi Indian Tribe of Louisiana shall provide the State of Louisiana with the names and addresses of the persons or entities supplying goods and services under this exception to the certification requirements.
  - (2) Not less than quarterly, the Tunica-Biloxi Indian Tribe of Louisiana shall provide the State of Louisiana with a statement of the dollar amount of goods and services provided by each person or entity.
  - (3) The Tunica-Biloxi Indian Tribe of Louisiana shall not knowingly or willingly allow any person or entity to provide supplies, services, or concessions under another name for the purpose of evading State certification requirements.
  - (4) No person or entity who provides supplies, services or concessions to the gaming operation, shall purposely and knowingly evade State Certification, by utilizing another name or scheme or by manipulating their billing cycle in any manner to avoid compliance with the provisions of this or any other section of this Tribal-State Compact.

Any person or entity involved in such intentional evasion shall be subject to having their State Certification, including certification by presumptive suitability, suspended or revoked.

- (F) Any non-gaming State Certification issued pursuant to this section is a revocable privilege. Any non-gaming vendor or supplier may, at any time, be required by the State of Louisiana to demonstrate by clear and convincing evidence his/her suitability and qualifications, even if otherwise exempt or presumed suitable. Failure to pay any fee required by this Tribal-State Compact shall be grounds for the State of Louisiana to refuse to place a certified non-gaming vendor or supplier in an approved status.
- (G) The following non-gaming vendors and suppliers may be presumed suitable as non-gaming suppliers by the State of Louisiana and not required to obtain a non-gaming State Certification pursuant to this section; provided that the non-gaming vendor or supplier has submitted, to the State, on a form supplied by the State, a completed request for presumptive suitability:
  - (1) Non-profit charitable organizations, charitable sponsorships, and educational institutions that receive funds from the Tribal gaming facility or operation, including educational institutions that receive tuition reimbursement on behalf of employees of the Indian gaming facilities or operation.
    - a. Non-profit charitable organizations, for purposes of this section shall mean a non-profit board, association, corporation, or other organization domiciled in this state and qualified with the United States Internal Revenue service for an exemption from the federal income tax under Sections 501(c),(3),(4),(5),(6),(7),(8),(10), or (19) of the Internal Revenue Code.
  - (2) Entities which provide only one or more of the following services to the Tribal gaming facilities or operation and which are the sole source provider of such services:
    - a. Water;
    - b. Electricity,
    - c. Natural Gas
    - d. Local telephone services; and
    - e. Hospital/Medical Facilities;

- (3) Insurance companies regulated by the State of Louisiana providing insurance to the Tribal gaming facilities or operation and to their employees through the Tribal gaming facilities (medical, life, dental, and property);
  - (4) State and federally regulated banks and savings and loan associations (unless such institutions are operating under any type of cease and desist order);
  - (5) All state, federal, and municipal operated agencies;
  - (6) All liquor, beer and wine industries regulated by the Louisiana Alcohol Beverage Control Commission/Board;
  - (7) National or local professional associates that receive funds from the Tribal gaming operation for the cost of enrollment, activities, and membership;
  - (8) Providers of professional services including accountants, architects, attorneys, engineers and lobbyists, when acting in their respective professional capacities;
  - (9) Electronic and print media, newspapers and book publishers which contract Tribal gaming operation to provide advertising services;
  - (10) Nationwide shipping services, including Federal Express, United Parcel Service, Airborne express and Emory Freight;
- (H) Nothing herein shall be construed to bar any publicly traded non-gaming vendor or supplier required to obtain a non-gaming State Certification, from requesting a grant of presumptive suitability. The State of Louisiana may grant such a request upon showing of good cause.
- (I) The State of Louisiana may revoke any grant of presumptive suitability made pursuant to this Section and require any person or entity to demonstrate by clear and convincing evidence his/her or its suitability and qualifications for State Certification, by submitting to the normal process of certification.
- (J) Prior to the commencement of employment and every two (2) years thereafter, every gaming employee shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana. For purposes of this Tribal-State Compact, a gaming employee shall mean any person employed in the operation or management of the gaming facilities or operation, whether employed by or contracted to the Tunica-Biloxi Indian Tribe of Louisiana, or any person or entity, whether or not located on Tribal



lands, that provides services to the Tunica-Biloxi Indian Tribe of Louisiana regarding any Class III gaming activity. Such gaming employees include, but are not limited to, gaming operation managers, assistant managers, accounting personnel, surveillance personnel, cashier supervisors, dealers, croupiers, box men, floor men, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, management companies and their principals, and any other person whose employment duties are gaming related and require or authorize access to restricted areas of the gaming facilities or operation not otherwise open to the public. Anyone who is not otherwise exempt from State certification and/or Tribal license requirements by Section 2(D) of this Tribal-State Compact and whose employment duties or responsibilities require them to have access to sensitive or privileged information, including but not limited to, casino personnel files, financial records, or access to documents generated by the Tunica-Biloxi Indian Tribal Gaming Commission and/or the State of Louisiana shall be subject to licensing and State certification requirements, including the presumptive suitability requirements.

- (K) Any person or entity who makes application to provide gaming or non-gaming supplies, services, or concessions to the gaming operation and is found to be unsuitable, and any person or entity who is found suitable, but who is later determined to be unsuitable, by the State of Louisiana shall not be eligible to provide supplies, services, or concessions of any kind, in any amount, to the Tribal gaming operation.
- (L)
  - (1) When analogous circumstances exist, all employment and contracts relative to the conduct of Class III gaming shall be established and maintained on a preferential basis. The first preference shall consist of members of federally recognized Indian Tribes located within the State of Louisiana. The second preference shall consist of persons and entities domiciled in the State of Louisiana. The third preference shall consist of all persons and entities that are not included within the first and second preferences.
  - (2) Nothing herein shall prohibit the Tunica-Biloxi Indian Tribe of Louisiana to have the exclusive right to select a management company, including its principals, to assist in the management and operation of the gaming facilities and operation, subject to the licensing and certification requirements defined within this Tribal-State Compact.

## **SECTION 7: LICENSING AND CERTIFICATION PROCEDURES**

- (A) Prior to providing any functions or services, all persons and entities shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana.
- (1) Each applicant for a Tribal gaming license and for State certification shall submit the completed applications to the Tunica-Biloxi Indian Tribe of Louisiana and to the State of Louisiana. Application for State certification shall be made on forms provided by the State of Louisiana. No Tribal license shall be issued until the applicant has obtained State certification, except as provided in Section 6:(G) and Section 7:(K) of this Tribal-State Compact. The issuance of a State certification is not an entitlement to the issuance of a Tribal license.
  - (2) Each completed State certification application shall be accompanied by the applicant's fingerprint card, current photograph, and the required fee. Each applicant shall produce such information, documentation, and assurances relative to their financial stability, integrity, and responsibility, including, but not limited to, bank references, business and personal income, disbursement schedules, tax returns and other reports filed with governmental agencies, business and personal accounting documents, check records and ledgers, and any other records or documentation as may be deemed necessary by the State of Louisiana. Each applicant shall produce sufficient information to clearly demonstrate the applicant's qualifications for the license requested.
  - (3) If the applicant is a business entity, then the persons subject to investigation shall include any officer, director, partner, or stockholder owning in the aggregate more than five percent (5%) of the stock of the entity, as well as his or her immediate family. If any stockholder owning more than five percent (5%) of the stock of an applicant is a business entity, then the persons subject to investigation shall be determined in the same manner as set forth above.
- (B) After providing a completed application and the required fee for State certification, each applicant shall submit to a background investigation to ensure the applicant is qualified for State certification. Upon completion of the background investigation, the State of Louisiana shall issue the applicant a State certification or a written statement setting forth the grounds for denial. For each applicant, the State of Louisiana shall provide the Tunica-Biloxi

Indian Tribe of Louisiana a copy of the State certification or the written statement of denial.

- (C) (1) The State of Louisiana may revoke, suspend, or deny a State certification for any reason it deems to be in the public interest. These reasons include, but are not limited to, when an applicant for or holder of State certification:
- (a) Violates, or causes, aids, abets, or conspires with another to cause or attempt to cause any person to violate any of the laws, rules, or regulations of the State of Louisiana, or the provisions of any Tribal-State Compact.
  - (b) Has obtained any license or certification in any jurisdiction by fraud, misrepresentation, concealment, inadvertence, or mistake.
  - (c) In any jurisdiction, has plead guilty to, been convicted or forfeited bond on a charge of, or can be shown to have committed, any offense or unlawful action by whatever name, including but not limited to, forgery; larceny; theft; extortion; conspiracy to defraud, willful failure to make required payments or true reports to any Tribal, State, or federal agency; bribing or otherwise unlawfully influencing any Tribal, State, or federal official, employee, or member; or any crime involving any gaming activity; which, at the time of the occurrence is punishable by more than one year imprisonment; including offenses originally classified as a felony offense.
    - (i) In the awarding or renewing of a State certification an offense shall not be considered as a basis of denial and/or revocation as otherwise required by the provisions of this Tribal-State Compact if the offense was a felony and ten (10) or more years have elapsed, or a misdemeanor and five (5) or more years have elapsed, between the successful completion or service of any sentence, deferred adjudication or period of probation or parole, and the date of application, and the offense did not involve gaming/gambling offenses, a crime of violence, a sex crime, or any other offenses for which a sentence was imposed of five (5) years or more; or

- (d) Fails to provide information and documentation to reveal any fact material to certification, or the supplying of information which is untrue or makes a misrepresentation of a material fact to the Tunica-Biloxi Indian Tribe of Louisiana and/or the State of Louisiana.
- (e) Fails to prove by clear and convincing evidence their qualifications in accordance with the provisions of this Tribal-State Compact.
- (f) Is subject to current prosecution, has pending charges, or a conviction which is under appeal, for any offense included in Section 7:(C)(1)(c) of this Tribal-State Compact. The State of Louisiana may defer decision upon the application during the pendency of such prosecution or appeal upon request of an applicant for or holder of State certification.
- (g) Fails to maintain financial stability, integrity, or responsibility.
- (h) Has had a Tribal license revoked, suspended, or denied.
- (i) Has demonstrated a willful disregard for compliance with the gaming regulatory authority in any jurisdiction. The suspension, revocation, forfeiture of any license certification, and other civil penalties may demonstrate a willful disregard for compliance.
- (j) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of any criminal law, if the participation of such person in gaming or related activities may be inimical to the proper operation of any gaming or gaming related activity in the State of Louisiana. For the purposes of this Tribal-State Compact, occupational manner or context shall be defined as the systematic planning, administration, management, or execution of an activity for financial gain.
- (k) Is a career offender, member of a career offender cartel, or is an associate of a career offender or career offender cartel when such association may be inimical to the proper operation of the authorized gambling or related activities in

the State of Louisiana. For the purposes of this Tribal-State Compact, career offender shall be defined as any person who pursues economic gain in an occupational manner or context that violate any criminal law. A career offender cartel shall be defined as any group of persons who operate together as career offenders.

- (l) Has denied the Tunica-Biloxi Indian Tribe of Louisiana or the State of Louisiana access to any place where activity required to be licensed under this Tribal-State Compact is being conducted, or has failed to produce for inspection or audit any book, record, document, or other item required by this Tribal-State Compact, or by any procedure, standard, rule, or regulation approved pursuant to this Tribal-State Compact.
- (m) Fails to cooperate with either the Tunica-Biloxi Indian Tribe of Louisiana or the State of Louisiana in any investigation to determine whether or not any violation of law or Tribal-State Compact has occurred.
- (n) Has created or fostered an appearance of impropriety, by virtue of their present or past activities, criminal record, reputation, habits, or associations, or has otherwise engendered a situation which threatens the public interest in the integrity of gaming, the effectiveness of gaming regulation and control, or in fair and lawful practices, methods, and financial arrangements in gaming; or who has been identified in published reports of any Federal or State Legislative or Executive body as being a member or associate of organized crime or being of notorious or unsavory reputation.
- (o) Fails to be current in filing all applicable tax returns, or fails to be current in the payment of all taxes, interest, and penalties owed to the State of Louisiana and the Internal Revenue Service, excluding items under formal appeal pursuant to applicable laws.
- (p) Fails to notify the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana of any significant change in the information submitted in an application for a Tribal license or State certification, or in a required report.

- (2) For purposes of reviewing any application for a State Certification and for considering the revocation, suspension, or denial, or any State Certification, the State of Louisiana may consider any prior criminal conduct of the applicant or holder of certification, whether or not the provisions of LSA-R.S. 15:572 et seq., LSA-C.Cr.P. art. 893 et seq., LA CONST Art. 4 § 5(E) or any similar provision of any other jurisdiction have been applied.
- (D) Upon the conclusion of its background investigation, if the Louisiana State Police Indian Casino Gaming Division (“Division”) finds that:
- (1) An applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification, but is not clearly excluded from certification by those criteria, it shall give notice of its intention to deny, revoke, or suspend certification to the applicant and the Tribal Gaming Commission; the matter shall then be referred to the Tribal Gaming Commission for further investigation. If, after investigation, the Tribal Gaming Commission recommends to the Division that the person or entity be certified, barring any new disqualifying information, the Division will then certify the applicant; otherwise, the Division will deny, revoke or suspend the person or entity
- (2) An applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification and is clearly excluded from certification by those criteria, the Division shall give the applicant or holder written notice, either by personal service or certified mail, of the action, order, or decision of the Division.
- (E) Any applicant for or holder of State certification shall be entitled to a review of any action by the State of Louisiana which results in revocation, suspension, or denial of State certification.
- (1) If the applicant or holder wishes to have a review of the denial, suspension, or denial of certification, he/she shall within fifteen (15) calendar days of receipt of the notice provided in D(2) above (as evidenced by the return receipt for the Division’s notice or an affidavit of service by the Division) file a written request for review with the person

designated in the Division's notice. All costs of the review, including costs of court, shall be the responsibility of and paid by the holder or applicant, regardless of the outcome of the review. The failure to pay any or all of the costs of the review, within ninety (90) days of billing, will result in certification being withheld or suspended. Failure to pay all costs of the review within one hundred eighty (180) days of billing may result in revocation of certification.

(2) Applicants and holders of State certification who were denied, suspended, or revoked prior to the effective date of this amended and extended Tribal-State Compact, and have not done so, shall have sixty (60) days from the effective date of this amended and extended Tribal-State Compact, to request a review of their denial, suspension, or revocation. Any such applicant or holder who fails to do so will be deemed to have conclusively waived their right to a review of the State's action.

(3) Nothing herein shall prevent the Tunica-Biloxi Indian Tribe of Louisiana from invoking its disciplinary procedures and proceedings.

(4) The Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana agree to make any of the employees of the Tribal Gaming Operation and the Department of Public Safety and Corrections available as witnesses, for the review provided for in this section, at no cost to the State or the Tribe.

(5) Should the Louisiana Gaming Control Board participate in any way in the review process, provided by the State pursuant to this section, such participation and involvement shall in no way be interpreted as a vesting of any other form of jurisdiction or regulatory authority in that agency over the Tribe.

(F) The revocation, suspension, or denial, of any Tribal gaming license by the Tunica-Biloxi Indian Tribe of Louisiana shall be in accordance with Tribal ordinances and regulations governing such actions. The grounds for

revocation, suspension, or denial shall not be less stringent than those contained in this Tribal-State Compact

- (G) The Tunica-Biloxi Indian Tribe of Louisiana shall require all gaming employees to wear in plain view an identification card, which shall include the employee's name, photograph, identification number unique to the employee, a Tribal seal or signature, and a date of expiration.
- (H) In an effort to ensure a qualified work force in all areas of Class III and other types of gaming authorized by the State of Louisiana, the final disposition of any administrative action concerning a Tribal license or State certification shall be forwarded to both the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, and shall be maintained as a part of their permanent licensing records.
- (I)
  - (1) The fees for State certification shall be as follows:

(a)	Gaming Employee - Initial Certification	\$100.00
(b)	Gaming Employee - Renewal	\$100.00
(c)	Management Companies - Initial Certification	\$5,000.00
(d)	Management Companies - Renewal	\$5,000.00
(e)	Gaming Manufacturers and Suppliers - Initial Certification	\$5,000.00
(f)	Gaming Manufacturers and Suppliers - Renewal	\$1,000.00
(g)	Non-Gaming Manufacturers and Suppliers - Initial Certification	\$1,000.00
(h)	Non-Gaming Manufacturers and Suppliers - Renewal	\$500.00
  - (2) In the event that the actual cost incurred by the State of Louisiana exceeds the above fees, those costs will be assessed to the applicants



during the investigation process. In the event that the actual cost incurred by the State of Louisiana exceeds the above fees, the State of Louisiana shall notify the applicant and the Tunica-Biloxi Indian Tribe of Louisiana. No investigation shall proceed without prior written approval from the party responsible for the payment of fees. Payment in full to the State of Louisiana will be required prior to the issuance of State certification. All fees are non-refundable. The fees for State certification may be revised upon the concurrence of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana. The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

- (J) The fees for all Tribal licenses shall be established and maintained by the Tunica-Biloxi Indian Tribe of Louisiana.
- (K) Within ten (10) days after the receipt, by the State of Louisiana, of a completed application and fee, the Tunica-Biloxi Indian Tribe of Louisiana may request the State of Louisiana to issue a temporary certification to an applicant, unless the background investigation discloses that the applicant has a criminal history or other grounds sufficient to disqualify the applicant pursuant to this Trial-State Compact. The Tunica-Biloxi Indian Tribe of Louisiana may issue an applicant a temporary license after the applicant has obtained a temporary certification from the State of Louisiana. The temporary certification shall become absolutely null and void upon the issuance of a State certification or upon the issuance of a denial of State certification.
  - (1) An Emergency Temporary Certification may be granted, immediately, when circumstances or events arise which endanger the health, safety or welfare of the public, or employees of the Tribal gaming operation; or in the event of a natural disaster necessitating immediate repairs to protect human life/health and/or the structural integrity of the Tribal gaming facilities or operation; or to avoid a material disruption in the gaming operation. An Emergency Temporary State Certification may, by mutual agreement of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, be granted to such persons, businesses, or other entities as may be necessary to make the required repairs or provide the services required for the protection of life/health and property; provided a completed application and appropriate fees are provided to the State of Louisiana within ten (10) days of the issuance of the Emergency Temporary State Certification. The Emergency Temporary State Certification shall become

absolutely null and void upon the issuance of a State Certification or upon the issuance of a denial of State Certification.

- (L) The Tunica-Biloxi Indian Tribe of Louisiana may summarily suspend any Tribal license and the State of Louisiana may summarily suspend any State certification when a person or entity violates this Tribal-State Compact, or constitutes an immediate threat to the public health, safety, or welfare by means of corrupt, incompetent, dishonest, or illegal practices.
- (M) A State certification is only valid for the applicant and cannot be transferred to any other person or entity. Any significant change in the information submitted by an applicant on the application for State certification shall be filed with the State of Louisiana within ten (10) days of the change. For the purposes of this Tribal-State Compact, a significant change includes, but is not limited to, any change in the personal data submitted by an applicant in an application for State certification and/or any change in the officers, directors, managers, proprietors, or persons having a direct or indirect financial interest in any certified entity.

#### **SECTION 8: TRIBAL ENFORCEMENT OF TRIBAL-STATE COMPACT**

- (A) The Tunica-Biloxi Indian Tribe of Louisiana shall establish and maintain a Tribal Gaming Commission which shall have the primary responsibility for the on-site regulation, control, and security of the gaming facilities and operation authorized by this Tribal-State Compact. Upon written request of the Tunica-Biloxi Indian Tribe of Louisiana, the State of Louisiana may assist in developing and training agents of the Tribal Gaming Commission. Funding for such developing and training shall be provided by the Tunica-Biloxi Indian Tribe of Louisiana. As part of its duties, the Tribal Gaming Commission shall exercise the primary administrative enforcement in the gaming facilities and operation, and shall provide for and perform the following functions:
  - (1) The physical safety of patrons in the gaming facilities and operation.
  - (2) The physical safety of personnel employed by the gaming facilities and operation.
  - (3) The physical safeguarding of assets transported to and from the gaming facilities and cashier's cage department.

- (4) Protecting the gaming facilities and operation from illegal activity.
  - (5) Identifying all people and entities that may be involved in illegal activity for the purpose of notifying the State of Louisiana.
  - (6) The recording of all unusual occurrences within the gaming facilities and operation. Without regard to significance or injury, each occurrence shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page is sequentially numbered:
    - (a) the assigned number;
    - (b) the date;
    - (c) the time;
    - (d) the nature of the incident;
    - (e) the persons or entities involved in the incident; and
    - (f) the security or Tribal Gaming Commission employee assigned.
- (B) The Tribal Gaming Commission shall employ duly qualified Inspectors who shall be independent of the gaming facilities and operation as well as the management company, and shall be supervised by and be accountable to the Tribal Gaming Commission. These Inspectors shall provide oversight to the services of the management company and other service entities. These Inspectors shall report to the Tribal Gaming Commission regarding any failure by the Tribal gaming facilities or operation to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. Inspectors shall receive consumer complaints within the gaming facilities and operation, and shall assist in seeking voluntary resolution of such complaints. The Tribal Gaming Commission shall investigate any report of a failure to comply with any provision of this Tribal-State Compact, or with any applicable laws, ordinances, or regulations. The Tribal Gaming Commission may direct the terms and conditions of compliance to the Tribal gaming facilities and operation. Inspectors and other Tribal Gaming Commission employees shall be required to obtain a Tribal license and a State certification.

- (C) An Inspector shall be present in the gaming facilities and operation during all hours of operation, and shall have immediate access to all areas of the gaming facilities and operation for the purpose of ensuring compliance with the provisions of this Tribal-State Compact and Tribal ordinances. Any violation of this Tribal-State Compact or Tribal ordinances by the Tribal gaming facilities or operation, gaming employee, or any other person, shall be reported immediately to the Tribal Gaming Commission, and shall be forwarded to the State of Louisiana within twenty-four (24) hours of the time the violation was noted. In matters involving suspected criminal activity, the State of Louisiana shall be afforded immediate and effective notification.
- (D) The Tribal Gaming Commission shall investigate any reported violation of this Tribal-State Compact, and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as directed by the Tribal Gaming Commission. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions against any licensee, employee, or any other person or entity directly or indirectly involved in or benefiting from the gaming facilities or operation.
- (E) Upon completion, the Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions to the State of Louisiana. If requested by the Tribal Gaming Commission, the State of Louisiana may assist in any administrative investigation initiated by the Tribal Gaming Commission, and may provide other requested services to ensure compliance with this Tribal-State Compact, as well as with Tribal ordinances and laws.
- (F) Not less than quarterly, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall meet to examine and to evaluate the regulation of gaming activities conducted pursuant to this Tribal-State Compact.
- (G) Nothing herein shall prevent the State of Louisiana from initiating and conducting independent investigations and enforcement actions.

## **SECTION 9: STATE ENFORCEMENT OF TRIBAL-STATE COMPACT**

- (A) The State of Louisiana shall have all necessary power and authority to monitor the Tribal gaming facilities and operation, and shall have free and unrestricted access to the entire tract of land upon which the gaming facilities an operation are located, a described in Appendix A of this Tribal-State Compact, and to all buildings and improvements thereon during operating hours, and without giving prior notice. The State of Louisiana shall conduct its monitoring in such a manner as to have minimal impact on the gaming

patrons.

- (B) **The State of Louisiana shall have the authority to review and copy all records of the Tribal gaming facilities and operation, management company, financiers, as well as the manufacturers or suppliers of gaming services, supplies, and equipment during normal business hours. Any copy or information derived therefrom shall be deemed confidential, and shall be the proprietary financial information of the Tunica-Biloxi Indian Tribe of Louisiana. The State of Louisiana shall give written notice to the Tunica-Biloxi Indian Tribe of Louisiana of any request for disclosure of such information, and shall not disclose such information until the Tunica-Biloxi Indian Tribe of Louisiana has had a reasonable opportunity to challenge the request, pursuant to the provisions of Section 14:(D) of this Tribal-State Compact, or seek judicial relief. This public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Tribal-State Compact.**
  
- (C) **The State of Louisiana may investigate any reported or suspected violation of any criminal law or this Tribal-State Compact. The State of Louisiana may utilize any information obtained from any investigation or inspection for the purpose of denying, suspending, or revoking a State certification, or in any criminal proceeding.**
  
- (D) **Upon completion, the State of Louisiana shall forward copies of all State Certification and other regulatory investigative reports and final dispositions to the Tribal Gaming Commission in a timely manner. In regards to criminal investigations, the State of Louisiana shall initially provide DPS&C Form 3235 or its equivalent to the Tribal Gaming Commission upon request. At the conclusion of the investigation and prosecution and upon the request of the Tribal Gaming Commission the State of Louisiana shall provide copies of the completed investigative report to the Tribal Gaming Commission. Nothing in this subsection shall prohibit the State of Louisiana and the Tunica-Biloxi Indian Tribe of Louisiana from sharing any information deemed to be in the best interest of the parties involved, at any time.**
  
- (E) **Any individual, supply, or equipment that violates or does not conform with this Tribal-State Compact shall be subject to immediate removal from the gaming area to a designated holding area within the gaming facility which is not accessible to the public. Once the individual, supply, or equipment is removed to the holding area, specific reasons shall be provided to an Inspector as to why the individual, supply, or equipment violates or does not**

conform with this Tribal-State Compact. If the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana disagree on the status of the individual, supply, or equipment, the matter shall be resolved pursuant to Section 14:(D) of this Tribal-State Compact, and the individual, supply, or equipment shall not be returned to the gaming area until the matter is resolved. This procedure shall in no manner affect the authority of the Tunica-Biloxi Indian Tribe of Louisiana or the State of Louisiana to enforce any and all jurisdictional rights granted them by Tribal, State, and federal laws as to any crimes committed as a result of activities contemplated by this Tribal-State Compact.

- (F) Notwithstanding any other law to the contrary, the State of Louisiana may enter into intelligence sharing, reciprocal use, or restricted use agreements with the enforcement or regulatory agencies of the federal government, States, or other jurisdictions.
- (G) Nothing herein shall prevent the Tunica-Biloxi Indian Tribe of Louisiana from initiating and conducting independent investigations and enforcement actions.

#### **SECTION 10: OPERATION AND MANAGEMENT REGULATIONS**

- (A) All Class III gaming shall be conducting in such a manner that ensures, to the maximum extent practicable, that it is secure, honest, and that the interests of the Tunica-Biloxi Indian Tribe of Louisiana, the State of Louisiana, and the public are protected at all times. The State of Louisiana shall fully cooperate with and assist the Tunica-Biloxi Indian Tribe of Louisiana in meeting its obligations in this regard.
  - (1) All facilities that are used in the operation of Class III gaming shall be designed and constructed in such a manner as to preserve and to protect the health and safety of the public and the environment. All such facilities shall comply with the standards and procedures established by or utilized in the State of Louisiana in its building and fire codes, even though those standards do not otherwise apply to facilities built or owned by the Tunica-Biloxi Indian Tribe of Louisiana on its Indian lands.
  - (2) The Tunica-Biloxi Indian Tribe of Louisiana shall comply with all applicable State and federal law governing the purchase, sale, and serving of alcoholic beverages in any gaming facility. Nothing herein shall be deemed to give any authority, licensing or otherwise, to the

Parish or the State with respect to such purchase, sale, or serving. No person who is visibly intoxicated shall be permitted to participate in any gaming activity.

- (3) (a) No person who is a minor under the age of twenty-one (21) shall participate in any gaming activity. If any such minor does participate in any gaming activity and otherwise qualifies for a prize or winnings, then the prize or winnings shall not be awarded or paid, and the estimated amount wagered during the course of the game shall be forfeited by the minor.
- (b) In the event that the State of Louisiana amends the Louisiana Riverboat Economic Development and Gaming Control Act or the Louisiana Economic Development and Gaming Corporation Act to allow gaming by persons under the age of twenty-one (21), then the age limitations in Section 10:(A)(3)(a) of this Tribal-State Compact shall be considered amended to the age authorized by the State of Louisiana.
- (4) (a) The Tunica-Biloxi Indian Tribe of Louisiana shall maintain comprehensive general liability and workers' compensation insurance coverage from any admitted or authorized insurer subject to direct action under Louisiana law. Such policies shall maintain ample liability and property loss coverage to protect against any foreseeable loss or risk. Such insurance policies shall not be on a claims-made basis. The coverage for such loss or risk shall be the greater of \$4,000,000 or twice the insurable risk of the insured.
- (b) The Tunica-Biloxi Indian Tribe of Louisiana shall provide proof to the State of Louisiana of continuous coverage upon the issuance, amendment, or renewal of each such policy.
- (c) The gaming management company and all other entities contracting with the Tunica-Biloxi Indian Tribe of Louisiana shall maintain such policies of comprehensive general liability and workers' compensation insurance as required by State law, and shall maintain proof of such continuous coverage.
- (d) Each such policy of insurance, shall contain, or be deemed to contain, an exclusion that the insurer or the insured shall not be entitled to make any claim of sovereign immunity in

defense of liability, but shall be liable, including court costs and attorneys' fees incurred by the State of Louisiana, for its insured, as though the insured were a Louisiana domiciliary, as well as a provision requiring immediate notice to the State of Louisiana and the Tunica-Biloxi Indian Tribe of Louisiana of any change in coverage or default or delay in payment of premium or other occurrence which threatens the continuity or amount of coverage.

- (e) The Tunica-Biloxi Indian Tribe of Louisiana shall indemnify, defend, and hold harmless, the claims, damages, losses, or expenses including court costs attorneys' fees asserted against or suffered or incurred by the State of Louisiana or any of them, based upon or arising out of any bodily injury or property damage or loss resulting or claimed to result in whole or in part from any act or omission whether negligent or intentional of the Tunica-Biloxi Indian Tribe of Louisiana relating to the inspection of any gaming, gaming facilities and operation, or the performance of any function or duty provided for under this Tribal-State Compact or Tribal ordinances regarding public health, safety, and welfare.
- (3) All Class III gaming authorized by this Tribal-State Compact shall be on a cash or casino credit basis. The Tunica-Biloxi Indian Tribe of Louisiana may cash checks and may install bank card and credit card facilities in the same manner as permitted at retail businesses in the State of Louisiana.
- (4) The Tunica-Biloxi Indian Tribe of Louisiana shall maintain reasonable procedures for the disposition of tort claims arising from alleged injuries to patrons of its gaming facilities and operation. The Tunica-Biloxi Indian Tribe of Louisiana shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of any provision of this Tribal-State Compact, but may adopt a remedial system analogous to that available for similar claims arising against the State of Louisiana.
- (B) The Tunica-Biloxi Indian Tribe of Louisiana shall maintain detailed regulations to govern the facilities and operation and management of the gaming facilities and operation. The regulations shall ensure that the interests of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana relating to Class III gaming are preserved and protected. The regulations



shall maintain the integrity of the gaming operation, and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III gaming operation. The regulations shall be at least as stringent as those required by the Indian Gaming Regulatory Act and all other applicable laws, rules, and regulations of the National Indian Gaming Commission and the federal government.

- (C) (1) The Tunica-Biloxi Indian Tribe of Louisiana may offer the following Class III games:
- (a) Any Class III electronic game of chance.
  - (b) The banking card game commonly known as “21” or “Blackjack”.
  - (c) The game commonly known as “Roulette”.
  - (d) The game commonly known as “Craps”.
  - (e) The game commonly known as “Poker”.
  - (f) The games commonly known as “Baccarat” and “Mini-Baccarat”.
  - (g) The game commonly known as “Keno”.
  - (h) Any other authorized Class III game offered or conducted pursuant to this Tribal-State Compact.
  - (i) In the event that any other Class III game can be offered or conducted by any other gaming entity in the State of Louisiana, than this Tribal-State Compact shall be considered amended to grant to the Tunica-Biloxi Indian Tribe of Louisiana the right to offer and conduct such Class III game. The fact that any Class III game is not actually being conducted in the State shall not, in any way, restrict the Tribe’s right to offer and conduct any games otherwise permissible pursuant to the Indian Gaming Regulatory Act.
  - (j) Any Class III game which cannot at the time be offered or conducted by any other gaming entity in the State of Louisiana, the play of which has received the concurrence of the Indian Gaming Division.

- (2) Prior to the commencement of each Class III game and upon the concurrence of the State of Louisiana, the Tunica-Biloxi Indian Tribe of Louisiana shall adopt standards and rules of each game, which shall be substantially similar to those practiced in Louisiana, including wagering or play. The State of Louisiana and the Tribal Gaming Commission shall review all standards and rules for games to ensure that they do not fundamentally alter the nature of the game, and to ensure the games will be conducted fairly, honestly, and with integrity. Initial standards and rules of each game shall be made an Appendix to this Tribal-State Compact, and may be revised upon the concurrence of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana. The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.
  - (3) The standards and rules of each game and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the gaming facilities and operation.
- (D) The Tunica-Biloxi Indian Tribe of Louisiana shall maintain procedures pursuant to the following requirements. All such procedures shall be made an Appendix to this Tribal-State Compact.
- (1) A surveillance log recording all surveillance activities and a security log recording the employee assignments of the security department shall be maintained in the monitoring room of the gaming facilities. These logs shall be available for inspection by the State of Louisiana.
  - (2) The Tribal Gaming Commission shall maintain a list of persons barred from the gaming facilities and operation, who because of their criminal history or association with a career offender or a career offender organization, threaten the integrity of the gaming activities, or the health, safety, or welfare of the public. This list shall be provided to the State of Louisiana.
  - (3) Not less than annually, the Tribal gaming facilities and operation shall be audited by an independent Certified Public Accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants. The internal accounting and audit procedures shall become an Appendix to this Tribal-State Compact.
  - (4) A closed circuit television system shall be maintained in the gaming

facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.

- (5) A cashier's cage shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.
  - (6) Minimum requirements for supervisory staffing for each table and gaming pit operated in the gaming facilities shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact.
  - (7) Cash control management procedures shall be maintained in accordance with the procedures set forth in an Appendix to this Tribal-State Compact, which shall be adopted in connection with a certified public accounting firm with experience in cash control management procedures. These cash control management procedures shall safeguard monies, receipts, and other assets from skimming, money laundering, embezzlement, and other criminal activities.
  - (8) To ensure the continued integrity of the Tribal gaming facilities and operation, no structural modification, or movement of any gaming structure or fixture of any kind, including movement of equipment and/or gaming devices within the related gaming areas shall be made without the consent of the State of Louisiana.
- (E) The Tunica-Biloxi Indian Tribe of Louisiana will provide, for the exclusive use by the State of Louisiana and for the use by the employees of the Department of Public Safety and Corrections, adequate office space to accommodate the reasonable needs of the personnel at the Tribal gaming facility. Within this office space, there will be a separate room containing surveillance equipment, for monitoring and recording purposes. The State Police offices shall be furnished with adequate furniture, fixtures and equipment as reasonably requested by the State Police to fulfill their official duties and obligations as set forth in this Tribal-State Compact and shall be equipped with a security radio, house telephone and will house a dedicated computer which provides computer accessibility for the State Police in pursuance of their official duties, to review, monitor and record data identical to that of the Class III gaming operation's "Player Tracking" and slot data systems. Also, the Tunica-Biloxi Indian Tribe of Louisiana will provide the State of Louisiana with dedicated parking space that provides immediate access to the gaming operation, in a number sufficient to accommodate the needs of the State Police personnel assigned to the Tribal gaming facility.

**SECTION 11: REIMBURSEMENT OF ACTUAL EXPENSES INCURRED**

- (A) The Tunica-Biloxi Indian Tribe of Louisiana shall reimburse the State of Louisiana for all expenses actually incurred by the State of Louisiana in carrying out its obligations pursuant to this Tribal-State Compact. Reimbursement shall be made for monitoring, investigative, intelligence, and processing costs. Reimbursement shall be made for actual expenses incurred less the amount of State certification fees received.
- (B) The Department of Public Safety and Corrections shall prepare and submit to the Tunica-Biloxi Indian Tribe of Louisiana by May 1 of each year a proposed detailed budget for the fiscal year commencing July 1. Concurrence to this budget may be granted in writing, and shall be granted automatically on June 1 unless written notice of disagreement is provided.
- (C) The Department of Public Safety and Corrections shall submit a detailed statement of actual expenses incurred on a quarterly basis to the Tribal Gaming Commission. The Tunica-Biloxi Indian Tribe of Louisiana shall reimburse the Department of Public Safety and Corrections within thirty (30) days after the receipt of the statement of expense. Except for the overtime category in the salaries section of the budget, the Department of Public Safety and Corrections shall not exceed the annual approved budget in expenses without the prior written approval of the Tunica-Biloxi Indian Tribe of Louisiana. This exception shall provide a mechanism to fund the actual expenses incurred by Department of Pubic Safety and Corrections for unexpected or temporary investigations.
- (D) In the event that a dispute arises from the application of Section 11 of this Tribal-State Compact, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(D) of this Tribal-State Compact.

**SECTION 12: REVENUES**

- (A) The gross proceeds of all Class III gaming activities, less the amount awarded in prizes and winnings, shall be segregated from other revenue of the Tunica-Biloxi Indian Tribe of Louisiana, and shall be placed in a separate account and shall be separately accounted for until such time as all related expenses have been paid. Such funds may then be commingled with other funds of the Tunica-Biloxi Indian Tribe of Louisiana on a monthly basis. Separate records

of the gross proceeds of all Class III gaming activities shall be maintained for at least six (6) years by the Tunica-Biloxi Indian Tribe of Louisiana.

- (B) (1) For the purposes of Section 12 of this Tribal-State Compact, "net revenues" shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.
- (2) Net revenues from the conduct of Class III gaming shall not be used for purposes other than:
  - (a) To fund Tribal government operations and programs.
  - (b) To provide for the general welfare of the Tunica-Biloxi Indian Tribe of Louisiana and its members.
  - (c) To promote Tribal economic development.
  - (d) To donate to charitable organizations.
  - (e) To help fund operations of local governmental agencies.
  - (e) Any purpose authorized by the Indian Gaming Regulatory Act.
- (C) The Tunica-Biloxi Indian Tribe of Louisiana shall make quarterly financial contributions to the State of Louisiana as follows: The Tribe shall continue to contribute six percent (6%) of the net revenues from the conduct of Class III gaming, which shall continue to be used to offset and defray the expenses of Avoyelles Parish resulting from the conduct of Class III gaming.

**SECTION 13: AMENDMENT AND REVISION**

- (A) This Tribal-State Compact may be amended only through a written instrument that is signed by the Tribal Chairman of the Tunica-Biloxi Indian Tribe of Louisiana and the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America. Written notice for amendment shall be provided, which will state the reasons for the request, identify the proposed amendments, and request concurrence for the amendments. Concurrence must be granted in writing. Unless a written notice of concurrence is provided within thirty (30) days, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall be deemed

to disagree on the proposed amendments. When disagreement has been deemed or upon notice of disagreement, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be referred to non-binding mediation, as provided for in Section 14(C) of this Tribal-State Compact. If the differences are not resolved by the mediation, then the proposed amendments shall not be adopted.

- (B) The procedures, standards, rules, and regulations of this Tribal-State Compact may be revised upon the concurrence of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana. Written notice for revision shall be provided, which shall state the reasons for the request, identify the proposed revisions, and request concurrence for the revisions. Concurrence may be granted in writing, and shall be granted automatically unless a written notice of disagreement is provided within the time specified in this Tribal-State Compact. The right to object to concurrence is subject to a prescriptive period as provided in this Tribal-State Compact. The laws of the State of Louisiana relative to the computation of time shall apply to all prescriptive periods utilized through this Tribal-State Compact. If the Tribe and the State do not agree on a proposed revision, then the mediation and arbitration procedures provided in section 14 (D) shall be followed.

**SECTION 14: DISPUTE RESOLUTION**

- (A) The Tunica-Biloxi Indian Tribe of Louisiana shall maintain reasonable procedures for the disposition of patron disputes arising from the refusal to award an alleged prize or pay an alleged winning to a patron. The Tunica-Biloxi Indian Tribe of Louisiana shall not be deemed to have waived its sovereign immunity from suit with respect to such disputes by virtue of any provision of this Tribal-State Compact. These procedures shall be in writing and shall be provided upon request of any person and to any patron with whom a dispute over an alleged prize or winning arises.
- (B) Notwithstanding any other provision to the contrary, the parties involved in a dispute arising from the conduct of Class III gaming may, by mutual consent, agree and submit to any alternative method of dispute resolution.
- (C) The Commercial Mediation Rules of the American Arbitration Association, as appropriate, shall be utilized to resolve disputes arising from the conduct of Class III gaming where specified in this Compact. The Commercial Mediation Rules of the American Arbitration

Association shall be made an Appendix to this Compact.

- (D) In the event a disagreement or dispute arises between the Tribe and the State or their respective authorized designees, that cannot be resolved by informal means, then:
- (1) The party asserting or alleging the dispute shall notify the other party within ten (10) days. At that point, a period of negotiation shall commence. A preliminary meeting among authorized representatives shall then be held within ten (10) days of the notice commencing the action. At this preliminary meeting, a reasonable good faith attempt shall be made to resolve the dispute. Additional meetings may be held at the discretion of the parties. If the matter has not been resolved within forty-five (45) days from commencement, the parties may jointly agree to extend the period of negotiations or the matter shall be certified as a continuing dispute and be subject to the procedures set forth in Section 14:(D)(2) below. If resolution of the matter requires that the Compact be amended, then the procedures set forth in Section 13 of the Compact shall be followed.
  - (2) In the event that the dispute cannot be resolved during the period of negotiation, then the parties shall agree to immediately submit to a mediation process which shall be governed by the Commercial Mediation Rules of the American Arbitration Association.
  - (3) If upon completion of the mediation process as described in the proceeding Section 14:(D)(2), the dispute is not resolved to the satisfaction of a party, then the aggrieved party shall, within fifteen days from the conclusion of the mediation process, provide a written notice of disagreement. The person(s) who served as the mediator in the process shall prepare a summary report identifying the subject(s) of the disagreement between parties. This summary shall constitute the scope of the issues which, both parties agree, shall then be submitted to a formal binding arbitration process governed by the Rules of the American Arbitration Association. This process shall be as follows:
    - (a) The parties shall agree upon one arbitrator.
    - (b) If the parties are unable to so agree, the Tribe and the State shall each select one arbitrator, who thereafter shall select a third arbitrator with expertise in the subject matter of the

dispute, and the three arbitrators so selected shall arbitrate the dispute. In the event the two arbitrators selected by the parties are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association.

- (c) The arbitrators shall meet with the parties immediately after their appointment to determine a schedule for arbitration, including whether, and to what extent, discovery is required. The arbitrators may set the matter for an evidentiary hearing or oral arguments, or may deem to dispose of the dispute based upon written submissions only. If an evidentiary hearing is held, the normal rules of evidence shall be relaxed pursuant to the arbitrators' discretion. All parties shall have the right to participate in the hearing and may determine the most effective and efficient method for the presentation of their case. The parties may present evidence through live testimony, written reports and affidavits, or at argument by any person of their choice at proceedings before the arbitrators, irrespective of whether the representative is an attorney.
- (d) Cost of arbitration shall be borne equally by the parties. All parties shall bear their own costs and attorney fees associated with their participation in arbitration. The decision of the arbitrators shall be final and non-reviewable.

**SECTION 15: EFFECTIVE DATE AND DURATION:**

- (A) This Tribal-State Compact shall become effective and binding upon the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, as hereby amended and extended, upon the publication in the Federal Register of notice of approval by the Secretary of the Interior of the United States of America.
- (B) This amended and extended Tribal-State Compact shall expire seven (7) years after it becomes binding upon the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, unless sooner terminated under the provisions hereof .
- (C) This amended and extended Tribal-State Compact shall automatically be extended for terms of seven (7) years, unless the Tunica-Biloxi Indian Tribe of Louisiana or the State of Louisiana provides written notice of non-renewal



not less than 180 days prior to the expiration of the original term of this Tribal-State Compact or any extension thereof.

- (D) In the event that written notice of non-renewal is provided to the Tunica-Biloxi Indian Tribe of Louisiana or the State of Louisiana, then the Tunica-Biloxi Indian Tribe of Louisiana may request the State of Louisiana to commence good faith negotiations for a successor Tribal-State Compact, as provided in the Indian Gaming Regulatory Act.

**SECTION 16: NOTICES**

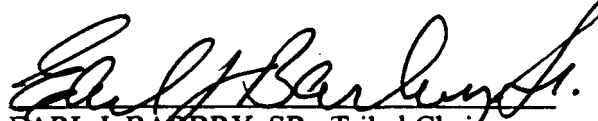
All notices required or authorized by this Tribal-State Compact shall be served by certified or private postal services which require a signature for receipt. All such notices shall be provided to the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana at the following addresses:

- (A) Tribal Chairman  
Tunica-Biloxi Indian Tribe of Louisiana  
\_\_\_\_\_  
\_\_\_\_\_
- (B) Governor  
State of Louisiana  
Post Office Box 94004  
Baton Rouge, Louisiana 70804
- (C) Indian Casino Gaming Division  
Department of Public Safety and Corrections  
Post Office Box 66614  
Baton Rouge, Louisiana 70896

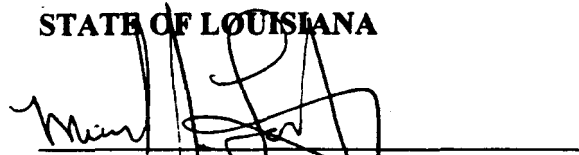
**SECTION 17: EXECUTION**

**IN WITNESS WHEREOF**, as duly authorized representatives of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana.

**LOUISIANA**

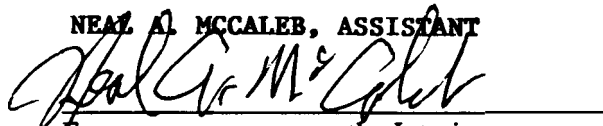
  
EARL J. BARBRY, SR., Tribal Chairman  
Date: 8/14/01

**STATE OF LOUISIANA**

  
MURPHY J. FOSTER, JR., Governor  
Date: 8/14/01

**NEAL A. MCCALED, ASSISTANT**

**INDIAN AFFAIRS**

  
to the Interior