



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

JUL - 8 2025

The Honorable Phillip Del Rosa
Chairman, Alturas Indian Rancheria
P.O. Box 340
Alturas, California 96101

Dear Chairman Del Rosa:

On October 30, 2024, the Department of the Interior (Department) received a memorandum, dated the same day, from the court-appointed mediator (Mediator) in *Alturas Indian Rancheria v. Gavin Newsom, et al.*, No. 2:22-cv-01486-KJM-DMC notifying and transmitting to the Secretary of the Interior (Secretary) the Class III gaming compact selected by the Mediator (Mediator's Selected Compact) in accordance with the Indian Gaming Regulatory Act (IGRA). 25 U.S.C. § 2701 *et seq.* The Mediator's notice initiated the process for the Department to issue Class III gaming procedures consistent with IGRA. 25 U.S.C. § 2710(d)(7)(B)(vii).

On February 27, 2024, the District Court issued an order in *Alturas Indian Rancheria v. Gavin Newsom, et al.*, No. 2:22-cv-01486-KJM-DMC, holding that the State did not negotiate in good faith by demanding that the Class III gaming compacts include provisions that were not proper subjects of negotiation under IGRA. The District Court ordered the State and Tribes to proceed with IGRA's remedial process under the District Court's continued supervision.

On October 18, 2024, the Mediator selected the Tribes' last best offer Class III gaming compact as the one which best comported with IGRA, and other federal law as required by the remedial process. On October 23, 2024, the State notified the Mediator that it would not consent to the terms of the Mediator's Selected Compact (Compact). The remedial process then requires the Mediator to transmit their selected Compact to the Department.¹

After consulting with the Alturas Indian Rancheria (Tribe), I am issuing the enclosed Secretarial Procedures (these Procedures), as required by IGRA, under which the Tribe may conduct Class III gaming.

We note that the Compact contemplated that, in addition to the Tribal Gaming Commission's role as a regulator of the Tribe's gaming activities, the State could also have regulatory responsibilities largely consistent with the State's regulatory role in Class III gaming under numerous existing compacts with other Tribes in the State. The State refused to consent to the Compact and indicated it could not consent to fulfill such regulatory responsibilities under the terms of the Compact.²

The Secretary cannot unilaterally obligate the State to carry out the regulatory responsibilities contemplated in the Compact. The National Indian Gaming Commission (NIGC), however, already exercises regulatory authority over the Tribe's gaming through requirements of the Tribe's gaming ordinance and IGRA. Therefore, the NIGC has agreed to perform many of the regulatory

¹ *Alturas Indian Rancheria v. Gavin Newsom, et al.*, No. 2:22-cv-01486-KJM-DMC

² Letter from Nathan Voegeli, Senior Advisor for Tribal Negotiations, Office of the Governor, California to the Honorable S. James Otero, Judge (Ret.) dated October 23, 2024, declining to consent to the Mediator's selected compact.

responsibilities included in the Compact. The Tribe will memorialize this arrangement in a Memorandum of Understanding with the NIGC. Accordingly, Section 6.1(a) of these Procedures requires the Tribe to incorporate these Procedures into the Tribe's gaming ordinance, and Section 8.2(c) requires the Tribe to enter into a Memorandum of Understanding with the NIGC.

The IGRA requires the Secretary to prescribe procedures, in consultation with the Tribe, that are consistent with IGRA, relevant provisions of state law, and with terms that are consistent with, but not identical to, the Class III gaming compact selected by the mediator.³ I find that these Procedures meet those requirements. By this letter and as required by IGRA, I am providing you with notification that I have proscribed these Procedures, which are now in effect, for the conduct of Class III gaming on the Tribe's Indian lands.

Sincerely,



Scott J. Davis
Senior Advisor to the Secretary of the Interior
Exercising the delegated authority of the
Assistant Secretary— Indian Affairs

Enclosure

³ 25 U.S.C. § 2710 (d)(7)(B)(vii).

**CLASS III GAMING SECRETARIAL
PROCEDURES FOR THE
ALTURAS INDIAN RANCHERIA,
CALIFORNIA**

Table of Contents

CLASS III GAMING SECRETARIAL PROCEDURES FOR THE ALTURAS INDIAN RANCHERIA, CALIFORNIA	1
PREAMBLE	1
SECTION 1.0. PURPOSES AND OBJECTIVES.....	4
SECTION 2.0. DEFINITIONS.....	5
SECTION 3.0. SCOPE OF CLASS III GAMING AUTHORIZED.	8
SECTION 4.0. AUTHORIZED NUMBER OF GAMING DEVICES AND LOCATION OF GAMING FACILITIES.	9
SECTION 5.0. REVENUE SHARING WITH NON-GAMING AND LIMITED-GAMING TRIBES.....	9
SECTION 6.0. LICENSING.....	11
SECTION 7.0. APPROVAL AND TESTING OF GAMING DEVICES. ..	25
SECTION 8.0. INSPECTIONS.	27
SECTION 9.0. RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE GAMING OPERATION AND GAMING FACILITY.....	29
SECTION 10.0. PATRON DISPUTES.....	35
SECTION 11.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.....	37
SECTION 12.0. EFFECTIVE DATE AND TERM OF PROCEDURES....	43
SECTION 13.0. AMENDMENTS; RENEGOTIATIONS.....	44
SECTION 14.0. NOTICES.....	44
SECTION 15.0. CHANGES TO IGRA.....	45
SECTION 16.0. MISCELLANEOUS.	45
APPENDICES.....	1
APPENDIX A	1
APPENDIX B	1
Tribal Labor Relations Ordinance.....	1
APPENDIX C	1
Off-Track Satellite Wagering.....	1

CLASS III GAMING SECRETARIAL PROCEDURES FOR THE ALTURAS INDIAN RANCHERIA, CALIFORNIA

PREAMBLE

WHEREAS, in 1999, the Tribe and the State entered into the Tribal-State Compact Between the State of California and the Alturas Rancheria (1999 Compact), which enabled the Tribe, through revenues generated by its Gaming Operation, to improve the governance, environment, education, health, safety, and general welfare of its citizens, to promote a strong tribal government and self-sufficiency, and to provide essential government services to its citizens; and

WHEREAS, as the expiration of the 1999 Compact approached, Alturas requested that the State negotiate a new gaming compact and the parties exchanged drafts and engaged in negotiation, which failed to result in a compact after 180 days; and

WHEREAS, Alturas filed suit against the Governor and the State in the U.S. District Court for the Eastern District of California, entitled *Alturas Indian Rancheria v. Gavin Newsom, et al.*, No. 2:22-cv-01486-KJM-DMC, alleging that by insisting on, including in a new compact, provisions that are not proper subjects of negotiation under 25 U.S.C. § 2710(d)(3)(C)(i)-(vii), the State failed to negotiate in good faith; and

WHEREAS, on February 28, 2024, the District Court granted summary judgment to Alturas, concluding the State had negotiated “off-list topics” in violation of its duty to negotiate in good faith and held that the offending provisions proposed by the State would have required the Tribe to comply with significant aspects of California environmental law when undertaking any construction “project,” broadly defined, and follow State-prescribed tort laws and waive tribal sovereign immunity for tort claims far beyond those directly related to the operation of class the Secretarial Procedures; and

WHEREAS, the District Court’s Order directed the State and Alturas to proceed to IGRA’s remedial process under the District Court’s continued supervision; and

WHEREAS, after further negotiations between the parties failed to result in an agreement on a new compact, the District Court issued an order appointing a mediator and ordering the State and Alturas to submit to the mediator their respective last best offer compacts; and

WHEREAS, Indian Gaming Regulatory Act (IGRA) required the mediator to select the compact that best comports with IGRA, any other applicable Federal law, and that is consistent with the District Court's Order; and

WHEREAS, on October 18, 2024, the mediator selected the Alturas' last best offer compact as the compact that best comports with the terms of IGRA, any other applicable Federal law, and the District Court's Order; and

WHEREAS, under IGRA, 25 U.S.C. § 2710(d)(7)(B)(vi), if the State consents to a proposed compact within 60 days from the date the mediator submits it to the State, the proposed compact shall be recognized as a Tribal-State compact; and

WHEREAS, under IGRA, 25 U.S.C. § 2710(d)(7)(B)(vii), if the State does not consent to the proposed compact within the specified 60-day period, the mediator will notify the Secretary, who shall then, in consultation with the Indian tribe, establish procedures aligned with the proposed compact selected by the mediator, the provisions of IGRA, and applicable State laws, thereby enabling the tribe to conduct class III gaming on its Indian lands; and

WHEREAS, on October 23, 2024, the State notified the mediator that the State would not consent to Alturas' last best offer compact, which it said was unduly restrictive in its treatment of the State's regulatory costs; and

WHEREAS, on October 30, 2024, the Office of Indian Gaming confirmed receipt on behalf of the Secretary of a letter dated October 30, 2024, from the mediator notifying and transmitting to the Secretary the compact selected by the mediator in accordance with IGRA, 25 U.S.C. § 2710(d)(7)(B)(vii); and

WHEREAS, the Secretary cannot unilaterally obligate the State to carry out any of the regulatory responsibilities assigned to the State in the last best offer compact selected by the mediator; and

WHEREAS, 25 U.S.C. § 2710(d)(7)(B)(vii) states that the Secretary shall prescribe secretarial procedures once the other conditions set forth in 25 U.S.C. § 2710(d)(7)(B) have been satisfied, the Secretary has no discretion on the question of whether to prescribe secretarial procedures for Alturas, and thus the Secretary has a mandatory duty to prescribe these secretarial procedures (“Secretarial Procedures”) for Alturas; and

WHEREAS, Alturas shall have jurisdiction, subject to any concurrent jurisdiction of the United States and the National Indian Gaming Commission (“NIGC”), to regulate the class III gaming to be conducted under these Secretarial Procedures on its Indian lands; and

WHEREAS, the Secretary, since being notified of the court-appointed mediator’s selection, has consulted with the Tribe regarding the prescription of these Secretarial Procedures; and

WHEREAS, the Secretarial Procedures set forth herein are consistent with the compact selected by the mediator, with IGRA, and with the relevant provisions of the laws of the State, 25 U.S.C. § 2710(d)(7)(B)(vii)(I), except where modified only to the extent necessary to make these Secretarial Procedures consistent with both the selected compact and IGRA; and

WHEREAS, the Secretary has an interest in ensuring that tribal Gaming Activities are free from criminal and other undesirable elements; and

WHEREAS, these Secretarial Procedures will afford Alturas primary responsibility for the regulation of its Gaming Facilities and Gaming Activities to ensure the fairness of the playing of the class III games, shield the games from criminal activity, ensure that Alturas is the primary beneficiary of the Gaming Activities, and promote tribal economic development and self-sufficiency; and

WHEREAS, these Secretarial Procedures protect the interests of Alturas and its members, as well as the interests of patrons of its Gaming Facilities.

NOW THEREFORE, based on the foregoing findings, the Secretary, as requested by the mediator appointed by the United States District Court for the Eastern District of California in *Alturas Indian Rancheria v. Gavin Newsom, et al.*, No. 2:22-cv-01486-KJM-DMC, and as mandated by IGRA, 25 U.S.C. § 2710(d)(7)(B)(vii), and in consultation with Alturas, hereby promulgates these class III Gaming Secretarial Procedures for Alturas.

SECTION 1.0. PURPOSES AND OBJECTIVES.

The terms of the Secretarial Procedures are designed and intended to:

- (a) Regulate class III gaming, and only class III gaming, on the Tribe's Indian lands to ensure its fair and honest operation in accordance with IGRA, and through that regulated class III gaming, enable the Tribe to develop self-sufficiency, promote tribal economic development, and create jobs and generate revenues to support the Tribe's government and its governmental services and programs.
- (b) Develop, enhance, and implement a means of regulating Class III Gaming on the Tribe's Indian Lands to ensure that the Class III Gaming is conducted fairly and honestly in accordance with IGRA.
- (c) Promote tribal economic development, develop self-sufficiency, and generate jobs and revenues to support the Tribe's government and its governmental services and programs.
- (d) Promote ethical practices in conjunction with Class III Gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Gaming Operation; protect against the presence or participation of persons whose criminal backgrounds, reputations, character, or associations make them unsuitable for participation in gaming, thereby maintaining a high level of integrity in tribal government gaming; and protect the patrons and employees of the Gaming Operation and Gaming Facility.

SECTION 2.0. DEFINITIONS.

Sec. 2.1. “Applicable Codes” means the uniform fire, plumbing, electrical, mechanical, building, and related codes as adopted from time-to-time by the Western Fire Chiefs Association, the International Code Council, the International Association of Plumbing and Mechanical Officials, and the National Fire Protection Association, as approved by the American National Standards Institute but excluding provisions not directly involving structural integrity or public safety.

Sec. 2.2. “Applicant” means an individual or entity that applies for a tribal gaming license.

Sec. 2.3. [Reserved]

Sec. 2.4. “CGCC” means the California Gambling Control Commission, or any successor agency of the State.

Sec. 2.5. “Class III Gaming” means the forms of class III gaming defined as such in 25 U.S.C. § 2703(8) and by the regulations of the National Indian Gaming Commission.

Sec. 2.6. “Compact” means a class III Tribal-State Gaming Compact between the State of California and an Indian tribe located in California.

Sec. 2.7. “County” means the County of Modoc, California, a political subdivision of the State.

Sec. 2.8. “Financial Source” means any person or entity who, directly or indirectly, extends financing in connection with the Tribe’s Gaming Facility.

Sec. 2.9. “Gaming Activity” or “Gaming Activities” means the Class III Gaming activities authorized under these Secretarial Procedures.

Sec. 2.10. “Gaming Device” means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution. “Gaming Device” does not include electronic, computer, or other technological aids that qualify as class II gaming, as defined under IGRA.

Sec. 2.11. “Gaming Employee” means any natural person who is an employee of the Gaming Operation and (i) conducts, operates, maintains, repairs, accounts for, or assists in any Gaming Activities, or is in any way responsible for

supervising such Gaming Activities or persons who conduct, operate, maintain, repair, account for, assist, or supervise any such Gaming Activities, (ii) is in a category under federal or tribal gaming law requiring licensing, or (iii) is a person whose employment duties require or authorize access to restricted areas of the Gaming Facility that are not open to the public. The definition of Gaming Employee does not include members or employees of the Tribal Gaming Agency.

Sec. 2.12. “Gaming Facility” or “Facility” means the physical building or structures situated on Indian lands where the Gaming Activity occurs.

Sec. 2.13. “Gaming Operation” means the business enterprise that offers and operates Gaming Activities, but does not include the Tribe’s governmental or other business activities unrelated to the operation of the Gaming Facility.

Sec. 2.14. “Gaming Ordinance” means a tribal ordinance or resolution duly authorizing the conduct of Gaming Activities on the Tribe’s Indian Lands in California and approved under IGRA.

Sec. 2.15. “Gaming Resources” means any goods or services provided or used in connection with Gaming Activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, Gaming Devices and ancillary equipment, implements of Gaming Activities such as playing cards, furniture designed primarily for Gaming Activities, maintenance or security equipment and services, and Class III Gaming management or consulting services. “Gaming Resources” does not include professional accounting and legal services.

Sec. 2.16. “Gaming Resource Supplier” means any person or entity who, directly or indirectly, does, or is deemed likely to, manufacture, distribute, supply, vend, lease, purvey, or otherwise provide, to the Gaming Operation or Gaming Facility at least twenty-five thousand dollars (\$25,000) in Gaming Resources in any twelve (12)-month period, or who, directly or indirectly, receives, or is deemed likely to receive, in connection with the Gaming Operation or Gaming Facility, at least twenty-five thousand dollars (\$25,000) in any consecutive twelve (12)-month period, provided that the Tribal Gaming Agency may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with, Gaming Activities, if but for the purveyance, the purveyor is not otherwise a Gaming Resource Supplier as defined herein, the compensation received by the purveyor is not grossly disproportionate

to the value of the goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the Gaming Operation.

Sec. 2.17. “Indian Lands” has the same meaning as defined by 25 U.S.C. § 2703(4)(A) and (B) of IGRA.

Sec. 2.18. “IGRA” means the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 et seq., and any amendments thereto, as interpreted by all regulations, promulgated thereunder.

Sec. 2.19. “Management Contractor” means any Gaming Resource Supplier with whom the Tribe has contracted for the management of any Gaming Activity or Gaming Facility, including, but not limited to, any person who would be regarded as a management contractor under IGRA.

Sec. 2.20. “Net Win” means drop from Gaming Devices, plus the redemption value of expired tickets, less fills, less free play, less payouts, less that portion of the Gaming Operation’s payments to a third-party wide-area progressive jackpot system provider that is contributed only to the progressive jackpot amount.

Sec. 2.21. “NIGC” means the National Indian Gaming Commission.

Sec. 2.22. “Secretarial Procedures” means these procedures prescribed by the Secretary of the U.S. Department of the Interior pursuant to 25 U.S.C. § 2710(d)(7)(B)(vii) of IGRA.

Sec. 2.23. “State” means the State of California or an authorized official or agency thereof designated by these Secretarial Procedures.

Sec. 2.24. “State Gaming Agency” means the entities authorized to investigate, approve, regulate, and license gaming pursuant to the Gambling Control Act (chapter 5 (commencing with section 19800) of division 8 of the California Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may hereafter be vested.

Sec. 2.25. “Tribal Chair” or “Tribal Chairperson” means the person duly elected or selected under the Tribe’s constitution or governing documents, customs, or traditions to perform the duties specified therein, including serving as the Tribe’s official representative.

Sec. 2.26. “Tribal Gaming Agency” means the person, agency, board, committee, commission, or council designated under tribal law, including, but not limited to, an intertribal gaming regulatory agency approved to fulfill those functions by the NIGC, primarily responsible for carrying out the Tribe’s regulatory responsibilities under IGRA and the Tribe’s Gaming Ordinance. No person employed in, or in connection with, the management, supervision, or conduct of any Gaming Activity may be a member or employee of the Tribal Gaming Agency.

Sec. 2.27. “Tribe” means the Alturas Indian Rancheria, California, a federally recognized Indian tribe, or an authorized official or agency thereof.

SECTION 3.0. SCOPE OF CLASS III GAMING AUTHORIZED.

- (a) The Tribe is hereby authorized and permitted to operate only the following Gaming Activities under the terms and conditions set forth in these Secretarial Procedures:
 - (1) Gaming Devices.
 - (2) Any banking or percentage card game.
 - (3) Any devices or games that are authorized under state law to the California State Lottery, provided that the Tribe will not offer such games through use of the Internet, unless any other person, organization, or entity in the State is permitted to do so under state and federal law.
 - (4) Off-track wagering on horse races at a satellite wagering facility pursuant to the requirements in the document attached hereto as Appendix C.
- (b) Nothing herein shall be construed to authorize or permit the operation of any Class III Gaming that the State lacks the power to authorize or permit under article IV, section 19, subdivision (f), of the California Constitution.
- (c) Nothing herein shall be construed to preclude the Tribe from offering class I or class II gaming.

- (d) The Tribe shall not engage in class III gaming that is not expressly authorized in these Secretarial Procedures; *provided*, that if, at any time subsequent to the Effective Date of these Secretarial Procedures, the State authorizes any additional form(s) of class III gaming not already expressly authorized by these Secretarial Procedures, the Tribe shall be entitled to operate such form(s) of class III gaming by amending these Secretarial Procedures as set forth in section 13.1, and under such regulations and minimum internal controls as agreed upon by the Tribe and the NIGC consistent with the Tribe's Gaming Ordinance.

SECTION 4.0. AUTHORIZED NUMBER OF GAMING DEVICES AND LOCATION OF GAMING FACILITIES.

Sec. 4.1. Authorized Number of Gaming Devices.

As of the Effective Date of these Secretarial Procedures, the Tribe is entitled to operate on its Indian Lands a total of one thousand two hundred (1,200) Gaming Devices pursuant to the conditions set forth in section 3.0 and sections 4.2 through and including section 5.2.

Sec. 4.2. Authorized Gaming Facilities.

The Tribe may establish and operate on its Indian Lands two (2) Gaming Facilities that the Tribe, in its sole discretion, determines are appropriate for its market conditions and economic needs, and may allocate its Gaming Devices among such Gaming Facilities in its sole discretion.

SECTION 5.0. REVENUE SHARING WITH NON-GAMING AND LIMITED-GAMING TRIBES.

Sec. 5.1. Definitions.

For purposes of this section 5.0, the following definitions apply:

- (a) The "Revenue Sharing Trust Fund" is a fund created by the California Legislature and administered by the State Gaming Agency that, as limited trustee, is not a trustee subject to the duties and liabilities contained in the California Probate Code, similar state or federal statutes, rules or regulations, or under California state or federal

common law or equitable principles, and has no duties, responsibilities, or obligations hereunder except for the receipt, deposit, and distribution of monies paid by gaming tribes for the benefit of Non-Gaming Tribes and Limited-Gaming Tribes.

- (b) Limited-Gaming Tribe, any available monies in that fund shall be distributed to eligible Non-Gaming Tribes and Limited-Gaming Tribes in equal shares. Monies deposited into the Revenue Sharing Trust Fund in excess of the amount necessary to distribute one million one hundred thousand dollars (\$1,100,000) to each eligible Non- Gaming Tribe and Limited-Gaming Tribe shall remain in the Revenue Sharing Trust Fund available for disbursement in future years, or deposited into the Tribal Nation Grant Fund, but shall not be used for purposes other than the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund. In no event shall the State's general fund be obligated to make up any shortfall in the Revenue Sharing Trust Fund or to pay any unpaid claims connected therewith and, notwithstanding any provision of law, including any existing provision of law implementing the State Gaming Agency's obligations related to the Revenue Sharing Trust Fund under any Class III Gaming compact or Secretarial Procedures, Non-Gaming Tribes and Limited-Gaming Tribes are not third-party beneficiaries of this Compact and shall have no right to seek any judicial order compelling disbursement of any Revenue Sharing Trust Fund monies to them.
- (c) The "Tribal Nation Grant Fund" is a fund created by the California Legislature to make discretionary distribution of funds to Non-Gaming Tribes and Limited-Gaming Tribes upon application of such tribes for purposes related to effective self-governance, self-determined community, and economic development.
- (d) A "Non-Gaming Tribe" is a federally recognized tribe in California with or without a tribal-state Class III Gaming compact or Secretarial Procedures that has not engaged in, or offered, class II gaming or Class III Gaming in any location, whether within or without California, as of the date of distribution to such tribe from the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund and during the immediately preceding three hundred sixty-five (365) days.

- (e) A “Limited-Gaming Tribe” is a federally recognized tribe in California that has a Class III Gaming compact with the State or Secretarial Procedures, but is operating fewer than a combined total of three hundred fifty (350) Gaming Devices in all of its gaming operations wherever located, or does not have a Class III Gaming compact or Secretarial Procedures but is engaged in class II gaming, whether within or without California, during the immediately preceding three hundred sixty-five (365) days.

Sec. 5.2. Payments to the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund.

Under the terms of these Secretarial Procedures, the Tribe shall have no obligation to pay any amount to the State Gaming Agency for deposit into the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund.

SECTION 6.0. LICENSING.

Sec. 6.1. Gaming Ordinance and Regulations.

- (a) These Secretarial Procedures, including amendments, shall be incorporated into the Tribal Gaming Ordinance. In the event any inconsistencies arise between these Secretarial Procedures and any provision of the Tribal Gaming Ordinance, these Secretarial Procedures shall govern.
- (b) All Gaming Activities conducted under the Secretarial Procedures shall, at a minimum, comply (i) with a Gaming Ordinance duly adopted by the Tribe and approved in accordance with IGRA, (ii) with all applicable rules, regulations, procedures, specifications, and standards duly adopted by the NIGC and the Tribal Gaming Agency, and (iii) with the provisions of these Secretarial Procedures.
- (c) The Tribal Gaming Agency shall make the following documents available to Gaming Operation patrons or their legal representatives, through electronic means or otherwise in its discretion: the Gaming Ordinance; the rules of each Class III Gaming game operated by the Tribe, to the extent that such rules are not available for display on the Gaming Device or the table on

which the game is played; rules governing promotions; rules governing points and the player's club program, including rules regarding confidentiality of the player information, if any; the procedures governing tort claims specified in section 12.6; and the procedures concerning patron disputes pursuant to section 10.0. To the extent that any of the foregoing are available to the public on a website maintained by an agency of the federal government, or by the Tribe or the Gaming Operation, the Tribal Gaming Agency may refer requesters to such website(s) for the requested information.

Sec. 6.2. Tribal Ownership, Management, and Control of Gaming Operation.

The Gaming Operation authorized under these Secretarial Procedures shall be owned solely by the Tribe as required by IGRA.

Sec. 6.3. Prohibitions Regarding Minors.

- (a) The Tribe shall not permit persons under the age of eighteen (18) years to participate in Gaming Activities, or to loiter in the vicinity of Gaming Activities, but may pass through an area of the Gaming Facility in which Gaming Activities are being conducted while enroute to an area of the Gaming Facility in which no Gaming Activities are being conducted.
- (b) If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, the Tribe agrees to prohibit persons under the age of twenty-one (21) years from being present in any area in the Gaming Facility in which alcoholic beverages may be consumed except as permitted by any applicable State Department of Alcoholic Beverage Control license, law, or regulation, as consistent with Tribal and any applicable Federal law.

Sec. 6.4. Licensing Requirements and Procedures.

Sec. 6.4.1. Summary of Licensing Principles.

The Tribe agrees to require a tribal gaming license for all persons who are required to be licensed or to submit to a background investigation under IGRA, and any others required to be licensed under these Secretarial Procedures, including,

without limitation, all Gaming Employees, Gaming Resource Suppliers, Financial Sources not otherwise exempt from licensing requirements, and any other person having a significant influence over the Gaming Operation. Each person or entity must be licensed by the Tribal Gaming Agency. A tribal gaming license issued by the Tribal Gaming Agency prior to the effective date of these Secretarial Procedures in accordance with the licensing and suitability rules in section 6.0 of the 1999 Compact shall remain in effect until their expiration, provided that the tribal gaming license or the suitability determination were issued before these Secretarial Procedures takes effect and the relevant expiration period is not more than two (2) years after the issuance of the tribal gaming license, after which time any further license renewal shall comply with the terms and requirements herein.

Sec. 6.4.2. Gaming Facility.

- (a) Each Gaming Facility authorized by these Secretarial Procedures shall be licensed by the Tribal Gaming Agency in conformity with the requirements of these Secretarial Procedures, the Gaming Ordinance, IGRA, and any applicable regulations adopted by the NIGC. The license shall be reviewed and renewed every two (2) years thereafter. The Tribal Gaming Agency's certification that the Gaming Facility is being operated in conformity with these requirements shall be posted in a conspicuous and public place in the Gaming Facility at all times.
- (b) To assure the protection of the health and safety of all Gaming Facility patrons, guests, and employees, the Tribe shall adopt, or has already adopted, and shall maintain throughout the term of these Secretarial Procedures, an ordinance that requires any Gaming Facility construction to meet or exceed the standards in the Applicable Codes. The Gaming Facility and construction, expansion, improvement, modification, or renovation will also comply with Title III of the federal Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. Notwithstanding the foregoing, the Tribe need not comply with any standard that specifically applies in name or in fact only to tribal facilities. For purposes of this section, the terms "building official" and "code enforcement agency" as used in in the Applicable Codes mean the Tribal Gaming Agency or such other tribal government agency or official as may be designated by the Tribe's law. The building official and code enforcement agency designated by the Tribe's law may exercise authority granted to such individuals and

entities as specified within the Applicable Codes with regard to the Gaming Facility.

- (c) To assure compliance with the Applicable Codes, the Tribe shall require inspections and, in connection therewith, employ for any Gaming Facility construction, qualified plan checkers or review firms. To be qualified as a plan checker or review firm for purposes of these Secretarial Procedures, plan checkers or review firms must be either licensed architects, engineers or International Code Council (ICC)-certified building inspectors with relevant experience, or licensed architects, engineers or ICC-certified building inspectors on the list, if any, of approved plan checkers or review firms provided by the city or County in which the Gaming Facility is located. The Tribe shall also employ qualified project inspectors. To be qualified as a project inspector for purposes of these Secretarial Procedures, project inspectors must possess the same qualifications and certifications as project inspectors utilized by the County in which the Gaming Facility is located. The same persons or firms may serve as both plan checkers or reviewers and project inspectors. The plan checkers, review firms, and project inspectors shall hereinafter be referred to as "Inspector(s)." The Tribe agrees to report any failure to comply with the Applicable Codes to the Tribal Gaming Agency in writing and within thirty (30) days after the discovery thereof. The Tribal Gaming Agency shall forward those reports along with the proposed remedies to the NIGC within 30 days of receiving the report. The Tribe agrees to correct any Gaming Facility condition noted in the inspections that does not meet the Applicable Codes (hereinafter "deficiency").
- (d) The Tribe shall cause the design and construction calculations, and plans and specifications that form the basis for the Gaming Facility construction (the "Design and Building Plans") to be available to the NIGC upon its request.
- (e) In the event that material changes to a structural detail of the Design and Building Plans will result from contract change orders or any other changes in the Design and Building Plans, such changes shall be reviewed by the qualified plan checker or review firm and field verified by the Inspectors for compliance with the Applicable Codes.

- (f) The Tribe shall maintain the Design and Building Plans depicting the as-built Gaming Facility, unless and until superseded by subsequent as-built Design and Building Plans upon which the superseding construction was based, for the term of these Secretarial Procedures. The Tribe will make those plans available to the NIGC upon request.
- (g) Any failure to remedy within a reasonable period of time any material and timely raised deficiency shall be deemed a violation of these Secretarial Procedures. The Tribe shall not allow occupancy of any portion of the Gaming Facility that is constructed or maintained in a manner that endangers the health or safety of the occupants.
- (h) The Tribe shall take all necessary steps to reasonably ensure the ongoing availability of sufficient and qualified fire suppression services to the Gaming Facility, and to reasonably ensure that the Gaming Facility satisfies all requirements of the Applicable Codes as set forth below:
 - (1) Not less than sixty (60) days after the effective date of these Secretarial Procedures, and not less than biennially thereafter, the Gaming Facility shall be inspected, at the Tribe's expense, by a qualified tribal inspection official, if any, who is responsible for fire protection on the Tribe's lands, or by an independent fire inspector certified by the ICC or the National Fire Protection Association for purposes of certifying that the Gaming Facility meets a reasonable standard of fire safety and life safety; provided that, if a qualified fire inspector has certified within twelve (12) months prior to the effective date of these Secretarial Procedures that the Gaming Facility meets a reasonable standard of fire and life safety, the Tribe may satisfy this requirement by submitting a copy of that certification to the NIGC, and thereafter having the Gaming Facility inspected biennially in accordance with this subdivision.
 - (2) The tribal inspection office or independent fire inspector shall issue to the Tribal Gaming Agency a report on the inspection within fifteen (15) days after its completion, or within thirty (30) days after commencement of the inspection, whichever first occurs, identifying any deficiency in fire safety or life

safety at the Gaming Facility or in the ability of the Tribe to meet reasonably expected fire suppression needs of the Gaming Facility. Within 21 days of receiving the report the Tribal Gaming Agency shall forward a copy of the report along with a plan to correct the noted deficiencies to the NIGC.

- (3) Within twenty-one (21) days after the issuance of the report, the tribal inspection office or independent fire inspector shall also require and approve a specific plan for correcting deficiencies, whether in fire safety or life safety, at the Gaming Facility or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Gaming Facility. A copy of the report and plan of correction shall be delivered to the Tribal Gaming Agency.
- (4) Immediately upon correction of all deficiencies identified in the report and plan of correction, the tribal inspection official or independent fire inspector shall certify in writing to the Tribal Gaming Agency that all deficiencies have been corrected. This report shall also be sent to the NIGC.
- (5) Any failure to correct all deficiencies identified in the report and plan of correction within a reasonable period of time shall be a violation of these Secretarial Procedures.
- (6) Consistent with its obligation to ensure the safety of those within the Gaming Facility, the Tribe agrees to promptly notify the NIGC of circumstances that it reasonably believes pose a serious or significant risk to the health or safety of any occupants, and take prompt action to correct such circumstances. Any failure to remedy within a reasonable period of time any serious or significant risk to health or safety shall be deemed a violation of these Secretarial Procedures.
- (7) Notwithstanding anything in section 6.4.2 or elsewhere in these Secretarial Procedures, the construction of any Gaming Facility that has taken place or has commenced prior to the effective date of these Secretarial Procedures shall be subject to the Gaming Facility license rules in section 6.4.2 of the 1999

Compact, provided that the Gaming Facility was previously approved under section 6.4.2 of that compact.

Sec. 6.4.3. Gaming Employees.

Every Gaming Employee shall obtain and thereafter maintain current, a valid tribal gaming license, which license will be subject to biennial renewal; provided that in accordance with section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process.

Sec. 6.4.4. Gaming Resource Suppliers.

- (a) Every Gaming Resource Supplier shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any Gaming Resources to or in connection with the Tribe's Gaming Operation or Facility.
- (b) Any agreement between the Tribe and a Gaming Resource Supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide payment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or nonrenewal of the Gaming Resource Supplier's license by the Tribal Gaming Agency.
- (c) Notwithstanding subdivision (a), the Tribal Gaming Agency may license a Management Contractor for a period of no more than seven (7) years, *provided*, however, nothing in this subdivision shall be construed to bar the Tribal Gaming Agency from issuing additional new licenses to the same Management Contractor following the expiration of a seven (7)-year license.
- (d) The Tribe may choose to contract with the State to assist with any portions of a Gaming Resource Supplier's background investigation the Tribe deems necessary to help determine the suitability of any gaming resource supplier.

Sec. 6.4.5. Financial Sources.

- (a) Subject to subdivision (f) of this section, each Financial Source shall be licensed by the Tribal Gaming Agency prior to the Financial Source extending financing in connection with the Tribe's Gaming Facility or Gaming Operation.
- (b) A license issued under this section shall be reviewed at least every two (2) years for continuing compliance. In connection with that review, the Tribal Gaming Agency shall require the Financial Source to update all information provided in the Financial Source's previous application. For the purposes of this section, that review shall be deemed to constitute an application for renewal.
- (c) Any agreement between the Tribe and a Financial Source shall include, and shall be deemed to include, a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination upon revocation or non-renewal of the Financial Source's license by the Tribal Gaming Agency.
- (d) A Gaming Resource Supplier who provides financing exclusively in connection with the provision, sale, or lease of Gaming Resources obtained from that Gaming Resource Supplier may be licensed solely in accordance with the licensing procedures applicable, if at all, to Gaming Resource Suppliers, and need not be separately licensed as a Financial Source under this section.
- (e) The Tribe may choose to contract with the State to assist with any portions of these background investigations the Tribe deems necessary to help determine the suitability of any Financial Source.
- (f) The Tribal Gaming Agency may, at its discretion, exclude from the licensing requirements of this section the following Financial Sources under the circumstances stated:
 - (1) Any federally regulated or state-regulated bank, savings and loan association, or other federally- or state-regulated lending institution. and any fund or investment vehicle, including,

without limitation, a bond indenture or syndicated loan, which is administered or managed by any such entity.

- (2) An entity identified by the CGCC's Uniform Statewide Tribal Gaming Regulation CGCC-2, subdivision (f) (as in effect on the date the parties execute these Secretarial Procedures), when that entity is a Financial Source solely by reason of being (i) a purchaser or a holder of debt securities or other forms of indebtedness issued directly or indirectly by the Tribe for a Gaming Facility or for the Gaming Operation or (ii) the owner of a participation interest in any amount of indebtedness for which a Financial Source described in subdivision (f)(1)(A), or any fund or other investment vehicle which is administered or managed by any such Financial Source, is the creditor.
- (3) Any investor who, alone or together with any person(s) controlling, controlled by or under common control with such investor, holds less than ten percent (10%) of all outstanding debt securities or other forms of indebtedness issued directly or indirectly by the Tribe for a Gaming Facility or for the Gaming Operation.
- (4) Any agency of the federal government, or of a tribal, state, or local government providing financing, together with any person purchasing any debt securities or other forms of indebtedness of the agency to provide such financing.
- (5) A real estate investment trust (as defined in 26 U.S.C. § 856(a)) which is publicly traded on a stock exchange, registered with the Securities and Exchange Commission, and subject to the regulatory oversight of the Securities and Exchange Commission.
- (6) An entity or category of entities that the Tribal Gaming Agency determines can be excluded from the licensing requirements of this section without posing a threat to the public interest or the integrity of the Gaming Operation.

- (g) The following are not Financial Sources for the purposes of this section.
 - (1) An entity identified by the CGCC's Uniform Statewide Tribal Gaming Regulation CGCC-2, subdivision (h) (as in effect on the effective date of these Secretarial Procedures).
 - (2) A person or entity whose sole connection with a provision or extension of financing to the Tribe is to provide loan brokerage or debt servicing for a Financial Source at no cost to the Tribe or the Gaming Operation, provided that no portion of any financing provided is an extension of credit to the Tribe or the Gaming Operation by that person or entity.

Sec. 6.4.6. Processing Tribal Gaming License Applications.

- (a) Each Applicant for a tribal gaming license shall submit the completed application along with the required information and an application fee, if required, to the Tribal Gaming Agency in accordance with the rules and regulations of that agency.
- (b) At a minimum, the Tribal Gaming Agency shall require submission and consideration of all information required under IGRA, including part 556.4 of title 25 of the Code of Federal Regulations, for licensing primary management officials and key employees.
- (c) For Applicants that are business entities, these licensing provisions shall apply to the entity as well as: (i) each of its officers, limited liability company members, and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who owns more than ten percent (10%) of the shares of the corporation, if a corporation, or who has a direct controlling interest in the Applicant; and (v) each person or entity (other than a Financial Source that the Tribal Gaming Agency has determined does not require a license under section 6.4.5) that, alone or in combination with others, has provided financing in connection with any Gaming Operation or Class III Gaming authorized under

these Secretarial Procedures, if that person or entity provided more than ten percent (10%) of either the start-up capital or the operating capital, or of a combination thereof, over a twelve (12)-month period. For purposes of this subdivision, where there is any commonality of the characteristics identified in this section 6.4.6, subdivision (c)(i) through (c)(v), inclusive, between any two (2) or more entities, those entities may be deemed to be a single entity. For purposes of this subdivision, a direct controlling interest in the Applicant referred to in subdivision (c)(iv) excludes any passive investor or anyone who has an indirect or only a financial interest and does not have the ability to control, manage, or direct the management decisions of the Applicant.

- (d) Nothing herein precludes the Tribe or Tribal Gaming Agency from requiring more stringent licensing requirements.

Sec. 6.4.7. Suitability Standard Regarding Gaming Licenses.

- (a) In reviewing an application for a tribal gaming license, and in addition to any standards set forth in the Gaming Ordinance, the Tribal Gaming Agency shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Gaming Operation is free from criminal and dishonest elements and would be conducted honestly.
- (b) A license may not be issued unless, based on all information and documents submitted, the Tribal Gaming Agency is satisfied that the Applicant, and in the case of an entity, each individual identified in section 6.4.6, subdivision (c), meets all of the following requirements:
 - (1) The person is of good character, honesty, and integrity.
 - (2) The person's prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of

gaming, or in the carrying on of the business and financial arrangements incidental thereto.

- (3) The person is in all other respects qualified to be licensed as provided, and meets the criteria established in these Secretarial Procedures, IGRA, NIGC regulations, the Gaming Ordinance, and any other criteria adopted by the Tribal Gaming Agency or the Tribe; provided, however, an Applicant shall not be found to be unsuitable solely on the ground that the Applicant was an employee of a tribal gaming operation in California that was conducted prior to May 16, 2000.

Sec. 6.4.8. Background Investigations of Applicants.

- (a) The Tribal Gaming Agency shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that the Applicant is qualified for a gaming license under the standards set forth in section 6.4.7, and to fulfill all applicable requirements for licensing under IGRA, NIGC regulations, the Gaming Ordinance, and these Secretarial Procedures. The Tribal Gaming Agency shall not issue a gaming license, other than a temporary license pursuant to section 6.4.9, until a determination is made that those qualifications have been met.
- (b) The information received shall be used by the Tribal Gaming Agency solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to any other employment or licensing agency.

Sec. 6.4.9. Temporary Licensing.

- (a) If the Applicant has completed a license application in a manner satisfactory to the Tribal Gaming Agency, and that agency has conducted a preliminary background investigation, and the investigation or other information held by that agency does not indicate that the Applicant has a criminal history or other information in his or her background that would either automatically disqualify the Applicant from obtaining a tribal gaming license or cause a reasonable person to investigate further before issuing a license, or that the

Applicant is otherwise unsuitable for licensing, the Tribal Gaming Agency may issue a temporary tribal gaming license and may impose such specific conditions thereon pending completion of the Applicant's background investigation, as the Tribal Gaming Agency in its sole discretion shall determine.

- (b) The Tribal Gaming Agency may require special fees to issue or maintain a temporary tribal gaming license.
- (c) A temporary tribal gaming license shall remain in effect until suspended or revoked, or a final determination by the Tribal Gaming Agency is made on the application, or for a period of up to one (1) year, whichever comes first.
- (d) At any time after issuance of a temporary tribal gaming license, the Tribal Gaming Agency shall or may, as the case may be, suspend or revoke it in accordance with the provisions of sections 6.5.1 or 6.5.5. However, an individual who meets the definition of Key Employee or Primary Management Official consistent with 25 C.F.R. § 502.14 or 25 C.F.R. § 502.19 may not be permitted to perform the duties, functions, and/or responsibilities of those positions if they are not licensed within 90 days
- (e) Nothing herein shall be construed to relieve the Tribe of any obligation under part 558 of title 25 of the Code of Federal Regulations.

Sec. 6.5. Tribal Gaming License Issuance.

Upon completion of the necessary background investigation, the Tribal Gaming Agency may issue a tribal gaming license on a conditional or unconditional basis. Nothing herein shall create a property or other right of an Applicant in an opportunity to be licensed, or in a tribal gaming license itself, both of which shall be considered to be privileges granted to the Applicant in the sole discretion of the Tribal Gaming Agency.

Sec. 6.5.1. Denial, Suspension, or Revocation of Licenses.

- (a) Any Applicant's application for a tribal gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming

Agency determines that the application is incomplete or deficient, or if the Applicant is determined to be unsuitable or otherwise unqualified for a tribal gaming license.

- (b) Pending consideration of revocation, the Tribal Gaming Agency may suspend a tribal gaming license in accordance with section 6.5.5.
- (c) All rights to notice and hearing shall be governed by tribal law. The Applicant shall be notified in writing of any hearing and given notice of any intent to suspend or revoke the tribal gaming license.

Sec. 6.5.2. Renewal of Licenses; Extensions; Further Investigation.

Except as provided in section 6.4.4, subdivision (c), the term of a tribal gaming license shall not exceed two (2) years, and application for renewal of a license must be made prior to its expiration. Applicants for renewal of a tribal gaming license shall provide updated material, as requested, on the appropriate renewal forms, but, at the discretion of the Tribal Gaming Agency, may not be required to resubmit historical data previously submitted or that is otherwise available to the Tribal Gaming Agency. At the discretion of the Tribal Gaming Agency, an additional background investigation may be required at any time if the Tribal Gaming Agency determines the need for further information concerning the Applicant's continuing suitability or eligibility for a license.

Sec. 6.5.3. Identification Cards.

- (a) The Tribal Gaming Agency shall require that all persons who are required to be licensed wear, in plain view at all times, while in the Gaming Facility, identification badges are issued by the Tribal Gaming Agency. The Tribal Gaming Agency may allow temporary exceptions to this provision for the purposes of authorizing investigators who are actively investigating a matter within the Gaming Facility to monitor Gaming Activities.
- (b) Identification badges must display information, including, but not limited to, a photograph and an identification number that is adequate to enable agents of the Tribal Gaming Agency to readily identify the person and determine the validity and date of expiration of his or her license.

Sec. 6.5.4. Fees for Tribal Gaming License.

The fees for all tribal gaming licenses shall be set by the Tribal Gaming Agency.

Sec. 6.5.5. Summary Suspension of Tribal Gaming License.

The Tribal Gaming Agency may summarily suspend the tribal gaming license of any licensee if the Tribal Gaming Agency determines that the continued licensing of the person could constitute a threat to the public health or safety or may violate the Tribal Gaming Agency's licensing or other standards.

SECTION 7.0. APPROVAL AND TESTING OF GAMING DEVICES.

Sec. 7.1. Gaming Device Approval.

- (a) No Gaming Device may be offered for play unless all of the following occurs:
 - (1) The manufacturer or distributor that sells, leases, or distributes such Gaming Device has been licensed by the Tribal Gaming Agency;
 - (2) The software for each game authorized for play on the Gaming Device has been tested, approved, and certified by an independent gaming test laboratory or state or national governmental gaming test laboratory (Gaming Test Laboratory) as operating in accordance with technical standards that meet or exceed industry standards.
 - (3) The software for the games authorized for play on the Gaming Device is tested by the Tribal Gaming Agency to ensure each game authorized for play on the Gaming Device has the correct electronic signature prior to offering the Gaming Device for play, or if the software is to be installed on a server to which one or more Gaming Devices will be connected, prior to the connection of Gaming Devices to the server;
 - (4) The hardware and associated equipment for each type of Gaming Device has been tested by the Gaming Test Laboratory

prior to operation by the public to ensure operation in accordance with the standards established by the Tribal Gaming Agency that meet or exceed industry standards; and

- (5) The hardware and associated equipment for the Gaming Device has been tested by the Tribal Gaming Agency to confirm operation in accordance with the manufacturer's specifications.

Sec. 7.2. Gaming Test Laboratory Selection.

The Gaming Test Laboratory shall be an independent gaming test laboratory that is (i) recognized in the gaming industry as competent and qualified to conduct scientific tests and evaluations of Gaming Devices, and (ii) licensed or approved by any state or tribal government within the jurisdiction of which the operation of Gaming Devices is authorized, and (iii) does not at the time of testing have a suspended license with any state gaming agency.

Sec. 7.3. Maintenance of Records of Testing Compliance.

The Tribal Gaming Agency shall prepare and maintain records of its compliance with section 7.1 while any Gaming Device is on the gaming floor and for a period of one (1) year after the Gaming Device is removed from the gaming floor.

Sec. 7.4. Technical Standards.

The Tribal Gaming Agency shall provide to the NIGC copies of its regulations for technical standards applicable to the Tribe's Gaming Devices at least thirty (30) days before the commencement of the Gaming Operation or within thirty (30) days after the effective date of these Secretarial Procedures, whichever is later, and thereafter at least thirty (30) days before the effective date of any revisions to the regulations, unless exigent circumstances require that any revisions to the regulations take effect sooner in order to ensure game integrity or otherwise to protect the public or the Gaming Operation, in which event the revisions to the regulations shall be provided to the NIGC as soon as reasonably practicable. In no event shall these standards be less stringent than the Guidance on the Class III Minimum Internal Control Standards published by the NIGC in August of 2018, or as updated by the NIGC at any later date and adopted by the Tribe in the Gaming Ordinance.

Sec. 7.5. Transportation of Gaming Devices.

- (a) Subject to the provisions of subdivision (b), the Tribal Gaming Agency shall not permit any Gaming Device to be transported to or from the Tribe's Indian Lands except in accordance with applicable law and upon at least ten (10) days' notice to the Sheriff's Department for the County in which the land is located.
- (b) Transportation of a Gaming Device from a Gaming Facility within California is permissible only if:
 - (1) The final destination of the Gaming Device is a gaming facility of any tribe in California that has a Class III Gaming compact with the State or Secretarial Procedures that makes lawful the operation of Gaming Devices;
 - (2) The final destination of the Gaming Device is any other state in which possession of the Gaming Device is made lawful by that state's law, tribal-state compact, or Secretarial Procedures;
 - (3) The final destination of the Gaming Device is another country, or any state or province of another country, wherein possession of Gaming Devices is lawful; or
 - (4) The final destination is a location within California for testing, repair, maintenance, or storage by a person or entity that has been licensed by the Tribal Gaming Agency.

SECTION 8.0. INSPECTIONS.

Sec. 8.1. On-Site Regulation.

These Secretarial Procedures recognize and respect the primary role of the Tribal Gaming Agency to perform on-site regulation and to protect the integrity of the Gaming Activities, the reputation of the Tribe and the Gaming Operation for honesty and fairness, and to maintain the confidence of patrons that tribal governmental gaming in California meets the highest standards of regulation and internal controls. Both the Tribe's Gaming Ordinance and the MOU required by section 8.2, provide the NIGC with the authority and responsibility to ensure that the Tribe complies with all of the terms of these Secretarial Procedures and that

gaming is conducted with integrity and in a manner that protects the health, safety, and other interests of the people of California.

Sec. 8.1.1. Investigation and Sanctions.

- (a) The Tribal Gaming Agency shall investigate any reported violation of these Secretarial Procedures and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary.
- (b) The Gaming Ordinance shall empower the Tribal Gaming Agency to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Gaming Ordinance, or these Secretarial Procedures. Any right to notice or hearing in regard thereto shall be governed by tribal law. Nothing in these Secretarial Procedures expands, modifies, or impairs the jurisdiction of the Tribal Gaming Agency under IGRA, the Gaming Ordinance or other applicable tribal law.
- (c) The Tribal Gaming Agency shall report individual or continuing violations of these Secretarial Procedures that pose a significant threat to gaming integrity or public health and safety, and any failures to comply with the Tribal Gaming Agency's orders, to the NIGC within ten (10) days of discovery.

Sec. 8.2. Memorandum of Understanding with the National Indian Gaming Commission.

- (a) As set forth in the preamble of these Secretarial Procedures, the mediator's selected compact provided the State with authority to regulate the Tribe's Gaming Activities in the event that the State consented to the mediator's selected compact pursuant to 25 U.S.C. § 2710(d)(7)(B)(vi). The State, however, did not consent to regulate the Tribe's Gaming Activities under the mediator's selected compact and the Secretary cannot unilaterally obligate the State to carry out any regulatory responsibilities under these Secretarial Procedures.

- (b) Accordingly, the Tribe is responsible for ensuring compliance with these Secretarial Procedures, and the Tribal Gaming Agency shall fulfill the primary regulatory responsibilities set forth in these Secretarial Procedures.
- (c) The Tribe shall enter into a Memorandum of Understanding (“MOU”) with the Chairman of the NIGC documenting the agreed-upon responsibilities and functions of the NIGC with respect to these Secretarial Procedures and the Tribe’s Gaming Activities authorized by the Gaming Ordinance and governed by these Secretarial Procedures.
- (d) The Tribe shall not operate any Gaming Activities under these Secretarial Procedures in a manner that is inconsistent with any federal regulations such as but not limited to NIGC Minimum Internal Control Standards or any other provision or standard subsequently agreed to in the MOU entered into with the Chairman of the NIGC.

Sec. 8.3. Cooperation with Tribal Gaming Agency.

The NIGC shall meet no less than annually with the Tribal Gaming Agency and cooperate in all matters relating to the enforcement of the provisions of these Secretarial Procedures.

SECTION 9.0. RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE GAMING OPERATION AND GAMING FACILITY.

Sec. 9.1. Adoption of Regulations for Operation and Management; Minimum Standards.

The Tribe is the primary regulator of its Gaming Operation and it is the responsibility of the Tribal Gaming Agency to conduct on-site gaming regulation and control in order to enforce the terms of these Secretarial Procedures, IGRA, NIGC gaming regulations, and the Gaming Ordinance, to protect the integrity of the Gaming Activities, the reputation of the Tribe and the Gaming Operation for honesty and fairness, and to maintain the confidence of patrons that tribal governmental gaming in California meets the highest standards of fairness and internal controls. To meet those responsibilities, the Tribal Gaming Agency is vested with the authority to promulgate, and shall promulgate and enforce, rules

and regulations governing, at a minimum, the following subjects pursuant to the standards and conditions set forth therein:

- (a) The enforcement of all relevant laws and rules with respect to the Gaming Activities, Gaming Operation, and Gaming Facility, and the conduct of investigations and hearings with respect thereto, and any other subject within its jurisdiction.
- (b) The physical safety of Gaming Facility patrons and employees, and any other person while in the Gaming Facility.
- (c) The physical safeguarding of assets transported to, within, and from the Gaming Facility.
- (d) The prevention of illegal activity within the Gaming Facility or with regard to the Gaming Operation or Gaming Activities, including, but not limited to, the maintenance of employee procedures and a surveillance system as provided in subdivision (e).
- (e) Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming Agency. The Tribal Gaming Agency shall have current copies of the Gaming Facility floor plan and closed-circuit television surveillance system at all times, and any modifications thereof shall first be approved by the Tribal Gaming Agency.
- (f) The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like, consistent with industry practice.
- (g) Maintenance of a list of persons permanently excluded from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Tribe.
- (h) The conduct of an audit of the Gaming Operation, not less than annually, by an independent certified public accountant, in accordance

with industry standards. Audits shall include both Audited Financial Statements and Agreed Upon Procedures Reports that must be submitted to the NIGC within 120 days of the Gaming Operation's Financial Year End.

- (i) Submission to, and prior approval by, the Tribal Gaming Agency of the rules and regulations of each Class III Gaming game to be operated by the Tribe, and of any changes in those rules and regulations. No Class III Gaming game may be offered for play that has not received Tribal Gaming Agency approval.
- (j) Maintenance of a copy of the rules, regulations, and procedures for each game as played, including, but not limited to, the method of play and the odds and method of determining amounts paid to winners.
- (k) Specifications and standards to ensure that information regarding the method of play, odds, and payoff determinations is visibly displayed or available to patrons in written form in the Gaming Facility and to ensure that betting limits applicable to any gaming station are displayed at that gaming station.
- (l) Maintenance of a cashier's cage in accordance with tribal internal control standards that meet or exceed industry standards for such facilities.
- (m) Specification of minimum staff and supervisory requirements for each Gaming Activity to be conducted.
- (n) Technical standards and specifications in conformity with the requirements of these Secretarial Procedures for the operation of Gaming Devices and other games authorized herein.

Sec. 9.2. Manner in Which Incidents Are Reported.

The Tribe agrees that the Tribal Gaming Agency shall require the recording of any and all occurrences within the Gaming Facility that deviate from normal operating policies and procedures (hereinafter "incident(s)"). The Tribe agrees that the Tribal Gaming Agency shall transmit copies of incident reports that it reasonably believes concern a significant or continued threat to public safety or

gaming integrity to the State Gaming Agency seven (7) days of becoming aware of the incident. The procedure for recording incidents pursuant to this section shall also do all of the following:

- (a) Specify that security personnel record all incidents, regardless of an employee's determination that the incident may be immaterial (and all incidents shall be identified in writing).
- (b) Require the assignment of a sequential number to each incident report.
- (c) Provide for permanent reporting in indelible ink in a bound notebook from which pages cannot be removed and in which entries are made on each side of each page and/or in electronic form, provided the information is recorded in a manner so that, once the information is entered, it cannot be deleted or altered.
- (d) Require that each report include, at a minimum, all of the following:
 - (1) The record number.
 - (2) The date.
 - (3) The time.
 - (4) The location of the incident.
 - (5) A detailed description of the incident.
 - (6) The persons involved in the incident.
 - (7) The security department employee assigned to the incident.

Sec. 9.3. Minimum Internal Control Standards (MICS).

- (a) The Tribe shall conduct its Gaming Activities pursuant to an internal control system that implements minimum internal control standards for Class III Gaming that are no less stringent than those contained in (i) the Minimum Internal Control Standards of the NIGC (25 C.F.R. § 542), as they existed on October 20, 2006, and as they have been or may be amended from time to time, without regard to the NIGC's

authority to promulgate, enforce, or audit the standards, or (ii) any subsequent NIGC regulation or NIGC guidance that is at least as stringent as the Minimum Internal Control Standards of the NIGC, including the August 14, 2018 NIGC Guidance on the Class III Minimum Internal Control Standards. These standards are posted on the NIGC website(s) and are referred to herein as the “Procedures MICS.” This requirement is met through compliance with the provisions set forth in this section and sections 9.1 and 9.2. In the event that a new game is approved by the Secretary in accordance with the requirements of section 14.1 and controls specific to that game have not been promulgated by the NIGC, the Tribal Gaming Agency will consult with other regulatory jurisdictions and implement controls no less stringent than existing industry standards for that game.

- (b) In the event the NIGC withdraws its regulations at 25 C.F.R. § 542, the Procedures MICS, as they may be amended from time to time, shall continue to serve as the minimum internal control standards for the purposes of these Secretarial Procedures.
- (c) The minimum internal control standards set forth in the Procedures MICS shall apply to all Gaming Activities, Gaming Facilities, and the Gaming Operation; however, the Procedures MICS are not applicable to any class II gaming activities. Should the terms in the Procedures MICS be inconsistent with these Secretarial Procedures, the terms in these Secretarial Procedures shall prevail.

Sec. 9.4. Program to Mitigate Problem Gambling.

The Gaming Operation shall establish a program, approved by the Tribal Gaming Agency, to mitigate pathological and problem gambling by implementing the following measures:

- (a) It shall train Gaming Facility supervisors and gaming floor employees on responsible gaming and to identify and manage problem gambling.
- (b) It shall make available to patrons at conspicuous locations and ATMs in the Gaming Facility educational and informational materials that aim at the prevention of problem gambling and that specify where to

find assistance, and shall display at conspicuous locations and at ATMs within the Gaming Facility signage bearing a toll-free help-line number where patrons may obtain assistance for gambling problems.

- (c) It shall establish self-exclusion measures whereby a self-identified problem gambler may request the halt of promotional mailings, the revocation of privileges for casino services, the denial or restraint on the issuance of credit and check cashing services, and exclusion from the Gaming Facility.
- (d) It shall establish involuntary exclusion measures that allow the Gaming Operation to halt promotional mailings, deny or restrain the issuance of credit and check cashing services, and deny access to the Gaming Facility to patrons who have exhibited signs of problem gambling. No person involuntarily excluded under such measures shall be entitled to assert any claim whatsoever against the Tribe, the Gaming Operation or any official, employee or agent of the Tribe or the Gaming Operation as the result of such exclusion.
- (e) It shall make diligent efforts to prevent underage individuals from loitering in the area of the Gaming Facility where the Gaming Activities take place.
- (f) It shall assure that advertising and marketing of the Gaming Activities at the Gaming Facility contain a responsible gambling message and a toll-free help-line number for problem gamblers, where practical, and that they make no false or misleading claims.

Any deficiency in the effectiveness of these measures or standards, as opposed to compliance with the program and measures specified above, does not constitute a material breach of these Secretarial Procedures.

Nothing herein is intended to grant any third party the right to sue based upon any alleged deficiency or violation of these measures.

Sec. 9.5. Enforcement of Regulations.

The Tribal Gaming Agency shall ensure the enforcement of the rules, regulations, and specifications promulgated under these Secretarial Procedures.

Sec. 9.6. State Civil and Criminal Jurisdiction.

Nothing in these Secretarial Procedures affects the civil or criminal jurisdiction of the State under Public Law 280 (18 U.S.C. § 1162; 28 U.S.C. § 1360) or IGRA, to the extent applicable.

Sec. 9.7. Tribal Gaming Agency Members.

- (a) The Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under these Secretarial Procedures; shall adopt a conflict-of-interest code to that end; and shall ensure the prompt removal of any member of the Tribal Gaming Agency who is found to have acted in a corrupt or compromised manner, or is found to have violated the conflict-of-interest code.
- (b) The Tribal Gaming Agency, in accordance with the Tribe's Gaming Ordinance and these Secretarial Procedures, shall conduct a background investigation on each member or prospective member of the Tribal Gaming Agency. A member may not participate in any Tribal Gaming Agency matters under these Secretarial Procedures unless a background investigation has been concluded and the member has been found to be suitable.
- (c) The Tribe shall conduct a background investigation on each prospective employee of the Tribal Gaming Agency to ensure that he or she satisfies the requirements of section 6.4.7.

SECTION 10.0. PATRON DISPUTES.

The Tribal Gaming Agency shall promulgate regulations governing patron disputes over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any Gaming Activities, which regulations must meet the following minimum standards:

- (a) A patron who makes an oral or written complaint to personnel of the Gaming Operation over the play or operation of any game within three (3) days of the play or operation at issue shall be notified in writing of the patron's right to request in writing, within fifteen (15)

days of the Gaming Operation's written notification to the patron of that right, resolution of the dispute by the Tribal Gaming Agency, and if dissatisfied with the Tribal Gaming Agency's resolution of the dispute, the right to seek resolution before the Tribe's tribal court, or, if there is no tribal court with jurisdiction, before a neutral forum designated by the Tribal Gaming Agency for that purpose (collectively, Tribal Court). If the patron is not provided with the aforesaid notification within thirty (30) days of the patron's complaint, the deadlines herein shall be removed, leaving only the relevant statutes of limitations under State law that would otherwise apply.

- (b) Upon receipt of the patron's written request for a resolution of the patron's complaint pursuant to subdivision (a), the Tribal Gaming Agency shall conduct an appropriate investigation, shall provide to the patron a copy of its regulations concerning patron complaints, and shall render a decision in accordance with industry practice. The decision shall be issued within sixty (60) days of the patron's written request, shall be in writing, shall be based on the facts surrounding the dispute, and shall set forth the reasons for the decision.
- (c) If the patron is dissatisfied with the decision of the Tribal Gaming Agency issued pursuant to subdivision (b), or no decision is issued within the sixty (60)-day period, the patron may request that the dispute be resolved in the Tribal Court. The Tribal Court must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process. Resolution of the dispute before the Tribal Court shall be at no cost to the patron (excluding patron's attorney's fees and the costs for filing documents).
- (d) Consistent with industry practice, if any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the patron's claim for the winnings shall be denied but the patron shall be awarded reimbursements of the amount wagered by the patron that were lost as a result of any mechanical, electronic or electromechanical failure.

- (e) To effectuate its consent to the Tribal Court in this section 10.0, the Tribe, in the exercise of its sovereignty, waive its right to assert sovereign immunity in connection with the jurisdiction of the Tribal Court and in any action to (i) enforce the Tribe's or the patron's obligation under this section 10.0, or (ii) enforce or execute a judgment based upon the award of the Tribal Court, to the extent of the amount of winnings in controversy.

SECTION 11.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

Sec. 11.1. General Requirements.

The Tribe shall not conduct Class III Gaming in a manner that endangers the public health, safety, or welfare, provided, however, that nothing herein shall be construed to make applicable to the Tribe any state laws or regulations governing the use of tobacco.

Sec. 11.2. Tobacco Smoke.

Notwithstanding section 12.1, in the interest of public health, including the health of tribal members who may enter the Gaming Facility, the Tribe agrees to utilize a ventilation system that exhausts tobacco smoke to the extent reasonably feasible under existing technology as of the date of the construction or significant renovation of the Gaming Facility.

Sec. 11.3. Health and Safety Standards.

To protect the health and safety of patrons and employees of the Gaming Facility, the Tribe shall, for the Gaming Facility:

- (a) Comply with the building and safety standards set forth in section 6.4.2.
- (b) Adopt and comply with federal workplace and occupational health and safety standards.
- (c) Adopt and comply with tribal codes to the extent consistent with the provisions of these Secretarial Procedures and other applicable federal law regarding public health and safety.

- (d) Adopt and comply with standards that are no less stringent than federal laws, if any, governing the terms of extension of credit to patrons by gambling enterprises.
- (e) Comply with provisions of the Bank Secrecy Act, 31 U.S.C. §§ 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to gambling establishments.
- (f) Adopt and comply with ordinances or policies no less stringent than
 - (i) the minimum wage, maximum hour, child labor, and overtime standards set forth in the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207 and 212, subject to 29 U.S.C. §§ 213 and 214; (ii) the United States Department of Labor regulations implementing the Fair Labor Standards Act, appearing at 29 Code of Federal Regulations part 500 et seq.; and (iii) the State's minimum wage rate set forth and as adjusted in California Labor Code section 1182.12. Notwithstanding the foregoing, only the federal minimum wages laws set forth in the Fair Labor Standards Act, 29 U.S.C. § 206 et seq., shall apply to tipped employees. Nothing herein shall make applicable state law concerning overtime, or be construed as authorizing or creating any private cause of action against the Tribe or the Gaming Operation based upon an alleged violation of any of the foregoing standards

Sec. 11.4. Prohibited Discrimination, Harassment and Retaliation Standards.

- (a) Before the effective date of this Compact, the Tribe shall establish written procedures forbidding harassment, including sexual harassment, in the workplace; forbidding employers from discrimination in connection with the employment of persons to work or working for the Gaming Operation or in the Gaming Facility on the basis of race and any other protected groups under federal or California law; and forbidding employers from retaliation against persons who oppose harassment or discrimination or participate in proceedings arising out of allegations of harassment or discrimination (prohibited discrimination, harassment or retaliation). The procedures shall include all time limits applicable to the disposition of an alleged incident of prohibited discrimination, harassment or retaliation

(Employment-Related Claim) and a provision that, upon request, the employee, or employee's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Operation and the appropriate contact information for the employee to provide any required document or materials to initiate or process the Employment-Related Claim. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to any Employment Related Claim by establishing such procedures or by any provision of this Compact but agrees not to assert such immunity as provided in subdivision (b) of this section.

- (b) During the term of this Compact, the Gaming Operation shall maintain an employment practices liability insurance policy consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an AM Best rating of A or higher that provides coverage of no less than two million dollars (\$2,000,000) per occurrence for prohibited discrimination, harassment or retaliation (Employment Practices Policy). The Employment Practices Policy shall include an endorsement providing that neither the insurer nor the Gaming Operation may invoke tribal sovereign immunity up to the limits of the policy set forth above with respect to any claim covered under the policy and disposed of in accordance with the Tribe's Employment-Related Claim procedures. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense and provided further that any award or judgment rendered in favor of the employee shall be satisfied solely from insurance proceeds.
- (c) The Tribe shall provide written notice of its procedures for bringing an Employment-Related Claim in its employee handbook.

Sec. 11.5. Tribal Gaming Facility Standards.

The Tribe shall adopt in the form of an ordinance or ordinances the standards and obligations described in section 11.3 and 11.4 to which the Gaming Operation and Gaming Facility are held and shall transmit the ordinance(s) to the NIGC not later than sixty (60) days after the effective date of these Secretarial Procedures. In the absence of a promulgated tribal standard in respect to a matter

identified in sections 11.3 and 11.4, or the express adoption of an applicable federal and/or state statute or regulation, as the case may be, in respect of any such matter, the otherwise applicable federal statute or regulation shall be deemed to have been adopted by the Tribe as the applicable standard.

Sec. 11.6. Insurance Coverage and Claims.

- (a) Before the effective date of these Secretarial Procedures, the Tribe shall establish written procedures for the disposition of tort claims arising from personal injury or property damage alleged to have been suffered by any person who is a patron of the Gaming Facility or who is otherwise lawfully on the premises of the Gaming Facility (collectively, Claimant). The Tribe shall enact such tribal law as is necessary to implement these procedures. The procedures shall include all time limits applicable to the disposition of the tort claim and a provision that, upon request, the Claimant or the Claimant's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Operation and the appropriate contact information for the Claimant to provide any required document or materials to initiate or process the tort claim. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by establishing such procedures or by any provision of the Secretarial Procedures, but agrees not to assert such immunity as provided in subsection (b) of this section.
- (b) During the term of these Secretarial Procedures, the Gaming Operation shall maintain a policy of commercial general liability insurance consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an AM Best rating of A or higher. Coverage shall be provided in an amount not less than two million dollars (\$2,000,000) per occurrence with an annual aggregate limit not less than five million dollars (\$5,000,000). The insurance policy shall include an endorsement providing that neither the insurer nor the Gaming Operation may invoke tribal sovereign immunity up to the limits of the policy set forth above with respect to any claim covered under the policy and disposed of in accordance with the Tribe's tort claim procedures provided, that the policy shall not exclude all claims made by a Claimant for personal injury or

property damage. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense and provided further that any award or judgment rendered in favor of the Claimant shall be satisfied solely from insurance proceeds.

Sec. 11.7. Participation in State Programs Related to Employment.

- (a) The Tribe will advise the State of its election to participate in the statutory workers' compensation system as provided in subdivision (a)(1) below or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standards set forth in subdivision (a)(2), including such waivers of the Tribe's sovereign immunity as are necessary to allow Gaming Operation and Gaming Facility employees to enforce the Tribe's workers' compensation system. The Tribe and the State agree that independent contractors doing business with the Tribe must comply with all state workers' compensation laws and obligations.
 - (1) The Tribe agrees that it will participate in the State's workers' compensation program with respect to employees employed at the Gaming Operation or Gaming Facility. The workers' compensation program includes, but is not limited to, state laws relating to the securing of payment of compensation through one (1) or more insurers duly authorized to write workers' compensation insurance in this state or through self-insurance as permitted under the State's workers' compensation laws. All disputes arising from the workers' compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the California Labor Code. The Tribe hereby consents to the jurisdiction of the State Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement of this subdivision.
 - (2) In lieu of participating in the State's statutory workers' compensation system, the Tribe, in its sole and absolute discretion, may create and maintain a system that provides

redress for the Gaming Operation and Gaming Facility employees' work-related injuries through requiring insurance or self-insurance. This system must include a scope of coverage, provision of up to ten thousand dollars (\$10,000) in medical treatment for an alleged injury until the date that liability for the claim is accepted or rejected, employee choice of physician provisions comparable to those mandated for comparable employees under state law, quality and timely medical treatment provided comparable to the state's medical treatment utilization schedule, availability of an independent medical examination to resolve disagreements on appropriate treatment (by an Independent Medical Reviewer on the state- approved list, a Qualified Medical Evaluator on the state-approved list, or an Agreed Medical Examiner upon mutual agreement of the employer and employee), and the right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits (including, but not limited to, temporary and permanent disability, death, supplemental job displacement, and return to work supplement), comparable to those mandated for comparable employees under state law.

- (b) The Tribe agrees that it will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the Gaming Operation or Gaming Facility, which participation shall include compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the State agencies charged with the enforcement of that code and of the courts of the State of California for purposes of enforcement and to effectuate its consent, in the exercise of its sovereignty, the Tribe expressly waives, and also waives its right to assert, its sovereign immunity in connection therewith.

Sec. 11.8. Emergency Services Accessibility.

The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

Sec. 11.9. Alcoholic Beverage Service.

Purchase, sale, and service of alcoholic beverages shall be subject to applicable Tribal and federal law.

Sec. 11.10. Possession of Firearms.

The possession of firearms by any person in the Gaming Facility is prohibited at all times, except for federal, state, or local law enforcement personnel, or tribal law enforcement or security personnel authorized by Tribal law and federal law to possess firearms at the Gaming Facility.

Sec. 11.11. Labor Relations.

The Gaming Activities authorized by this Compact may commence only after the Tribe has adopted an ordinance identical to the Tribal Labor Relations Ordinance attached hereto as Appendix B, and the Gaming Activities may continue only as long as the Tribe maintains the ordinance, which, for the avoidance of doubt, includes compliance with the ordinance.

SECTION 12.0. EFFECTIVE DATE AND TERM OF PROCEDURES.

Sec. 12.1. Effective Date.

These Secretarial Procedures shall be effective immediately when signed by the Assistant Secretary - Indian Affairs.

Sec. 12.2. Term of Procedures.

These Secretarial Procedures shall be in full force and effect unless one of the following events occurs:

- (a) These Secretarial Procedures are terminated by mutual consent of the Tribe and the Secretary; or
- (b) The Tribe duly adopts a resolution revoking tribal authority to conduct class III gaming upon the Tribe's Indian lands, as provided for in IGRA.

SECTION 13.0. AMENDMENTS; RENEGOTIATIONS.

Sec. 13.1. Amendments

If the Tribe seeks to amend these Secretarial Procedures, it shall submit a request in writing to the Secretary pursuant to IGRA, provided that, except to amend section 3.0(a), no such request may be sought for 12 months following the Effective Date of these Secretarial Procedures. The Secretary, or her or his designee, shall meet and confer with the Tribe regarding modifying these Secretarial Procedures to incorporate the Tribe's requested amendment. The Secretary's agreement to amend these Secretarial Procedures shall not be unreasonably withheld or delayed.

Sec. 13.2. Most Favored Nation.

Should the State or Department of the Interior and any other Indian tribe within California amend a current Compact or Secretarial Procedures or adopt a new Compact or Secretarial Procedures with a term or terms that the Tribe considers more favorable to the Indian tribe than the comparable term or terms of these Secretarial Procedures, at the Tribe's request, the Secretary, or her or his designee, shall meet and confer with the Tribe regarding modifying these Secretarial Procedures to add the more favorable term or terms. The Secretary's agreement to modify these Secretarial Procedures as provided in this section shall not be unreasonably withheld or delayed.

SECTION 14.0. NOTICES.

Unless otherwise indicated by the Secretarial Procedures, all notices required or authorized to be served shall be served by first-class mail at the following addresses, or to such other address as either party may designate by written notice to the other:

If to DOI:

Secretary
U.S. Department of the Interior
c/o Director, Office of Indian Gaming
1849 C Street NW, MS 3543
Washington, D.C. 20240
Or as listed in 25 C.F.R. Part 293

If to NIGC:

Chairperson
National Indian Gaming Commission
c/o Regional Director
Sacramento Region Office
801 I Street, Suite 849
Sacramento, CA 95814

If to the Tribe:

Tribal Chairperson
Alturas Indian Rancheria
901 County Road 56
Alturas, CA 91901

SECTION 15.0. CHANGES TO IGRA.

These Secretarial Procedures are intended to meet the requirements of IGRA as it reads on the effective date of these Secretarial Procedures, and when reference is made to IGRA or to an implementing regulation thereof, the referenced provision is deemed to have been incorporated into these Secretarial Procedures as if set out in full. Subsequent changes to IGRA that diminish the rights of the Tribe may not be applied retroactively to alter the terms of the Secretarial Procedures, except to the extent that federal law validly mandates retroactive application without the Tribe's respective consent.

SECTION 16.0. MISCELLANEOUS.

Sec. 16.1. Third-Party Beneficiaries.

Notwithstanding any provision of law, these Secretarial Procedures are not intended to, and shall not be construed to, create any right on the part of a third party or third-party beneficiary to bring an action to enforce any of its terms.

Sec. 16.2. Effect of Procedures.

These Secretarial Procedures, together with all appendices, set forth the full and complete agreement of the Tribe and the State and supersedes, supplants, and extinguishes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 16.3. Construction.

Neither the presence in another tribal-state Class III Gaming compact of language that is not included in these Secretarial Procedures, nor the absence in another tribal-state Class III Gaming compact of language that is present in these Secretarial Procedures shall be a factor in construing the terms of these Secretarial Procedures.

Sec. 16.4. Successor Provisions.

Wherever these Secretarial Procedures make reference to a specific statutory provision, regulation, or set of rules, it also applies to the provision, regulation, or rules, as they may be amended from time to time, and any successor provision, regulation, or set of rules.

Sec. 16.5. Ordinances and Regulations.

Whenever the Tribe adopts or materially amends any ordinance or regulations required to be adopted and/or maintained under the Secretarial Procedures, in addition to any other obligations to provide a copy to others, the Tribe shall provide a copy of such adopted or materially amended ordinance or regulations to the NIGC within thirty (30) days of the effective date of such ordinance or regulations.

Sec. 16.6. Calculation of Time.

In computing any period of time prescribed by these Secretarial Procedures, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday under the Tribe's laws, the State's law, or federal law. Unless otherwise specifically provided herein, the term "days" shall be construed as calendar days.

Sec. 16.7. Force Majeure.

In the event of a force majeure event, including but not limited to: an act of God; accident; fire; flood; earthquake; or other natural disaster; strike or other labor dispute; epidemic or pandemic, riot or civil commotion; act of public enemy; enactment of any rule; order or act of a government or governmental instrumentality; effects of an extended restriction of energy use; or other causes of

a similar nature beyond the Tribe's control that cause the Tribe's Gaming Operation or Facility to be inoperable or operate at significantly less capacity, or discourages or prevents the public from patronizing the Tribe's Gaming Activities or prevents Gaming Employees or others from performing services in connection with the operation of the Tribe's Gaming Activities, the Tribe may so notify the NIGC, and upon giving such notification, immediately and temporarily shall be relieved of any obligations that it is prevented from performing under these Secretarial Procedures during the force majeure event. Within thirty (30) days of the Tribe declaring a force majeure event by giving written notice thereof to the NIGC, the Tribe and the NIGC agree to meet and confer for the purpose of discussing the event and appropriate actions, if any given the circumstances.

Sec. 16.8. Reserved.

Sec.16.9. Class III Gaming Compact with the State.

The terms and conditions of these Secretarial Procedures may be superseded at any time by a Compact entered into by the mutual and written agreement of the Tribe and the State that is in effect under IGRA. Any such Compact shall provide that these Secretarial Procedures be withdrawn and shall have no further force or effect upon publication of notice in the Federal Register that said Compact has been or is considered to have been approved.

Sec. 16.10. References to the State and the State Gaming Agency in These Secretarial Procedures.

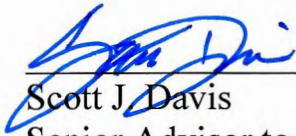
The State Gaming Agency and the State shall have no regulatory responsibilities or obligations to the Tribe, and the Tribe shall have no obligations to the State Gaming Agency and the State, including the payment of money to the State as set forth in section 5.0, et seq. of these Secretarial Procedures.

Sec. 16.11. No Waiver of Sovereign Immunity.

Nothing in these Secretarial Procedures shall be interpreted as a waiver of the Tribe's sovereign immunity, whether express or implied, as to the State or any third party.

IN WITNESS WHEREOF, the undersigned sign these Secretarial Procedures on behalf of the Department of the Interior.

Done this 8 day of July, 2025



Scott J. Davis

Senior Advisor to the Secretary of the Interior

Exercising the delegated authority of the Assistant Secretary – Indian Affairs

APPENDICES

APPENDIX A

Description and Map of the Alturas Indian Rancheria:

COMMENCING AT THE NW CORNER OF THE NW 1/4 SW 1/4 OF SECTION 18 IN T 42 N, R 13 E, MDM, AND RUNNING THENCE EAST ALONG THE QUARTER SECTION LINE FOR 594 FT, THENCE SOUTH 1466.75 FT, THENCE WEST 594 FT TO WEST LINE OF SAID SECTION 18, THENCE NORTH TO THE PLACE OF BEGINNING AND CONTAINING 20 ACRES, MORE OR LESS.

APN: 022-510-002-000



APPENDIX B

TRIBAL LABOR RELATIONS ORDINANCE

Section 1: Threshold of Applicability

- (a) The Tribe shall adopt this Tribal Labor Relations Ordinance (“TLRO” or “Ordinance”) and this Ordinance shall apply only if the Tribe employs two hundred fifty (250) or more persons, not including the [Name of Tribe]’s enrolled members, in a tribal casino and related facility. For purposes of this Ordinance, “Tribe” shall include any person or entity that operates a tribal casino on the Tribe’s behalf, and a “tribal casino” is one in which class III gaming is conducted pursuant to the tribal-state compact. A “related facility” is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.
- (b) Upon the request of a labor union (also referred to as “union,” “employee organization” or “labor organization”) that seeks or may in the future seek to represent a bargaining unit of the Tribe’s Eligible Employees, as defined in Section 2, concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work, the Tribal Gaming Commission or Tribal Gaming Agency (hereinafter referred to as the “Tribal Gaming Commission”) shall certify the number of employees, not including enrolled members of the Tribe, in a tribal casino or related facility as those terms are defined in subsection (a) of this Section 1. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel, the creation of which is set forth in Section 13 herein. Notwithstanding the foregoing, if a labor union has filed a petition for an election under Section 9 of the National Labor Relations Act (“NLRA”) to represent a bargaining unit of the Tribe’s Eligible Employees, that labor union may not seek an election under this Ordinance for one year (365 days) after the date of filing the election

petition under the NLRA so long as all of the following conditions are met:

- (1) The Tribe has not, in response to the election petition or a related case or proceeding, contested the National Labor Relations Board's jurisdiction over the tribal casino and related facility; and
- (2) The National Labor Relations Board has not declined jurisdiction over the labor union's petition for an election; and
- (3) The Tribe has complied with its obligations under Section 5 of this Ordinance during the previous three hundred sixty-five (365) days.

Section 2: Definition of Eligible Employees

- (a) The provisions of this Ordinance shall apply to any person (hereinafter "Eligible Employee") who is employed within a tribal casino in which class III gaming is conducted pursuant to a tribal-state compact, or in a related facility except for any of the following:
 - (1) any employee who is a supervisor, defined as any individual having authority, in the interest of the Tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign (including scheduling), reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;
 - (2) any employee of the Tribal Gaming Commission;

- (3) any employee of the security or surveillance department, other than those who are responsible for the technical repair and maintenance of equipment;
 - (4) any cash operations employee who is a “cage” employee or money counter; or
 - (5) any dealer.
- (b) On March 1 of each year, the Tribal Gaming Commission shall certify the number of Eligible Employees employed by the Tribe to the administrator of the Tribal Labor Panel.

Section 3: Non-Interference with Regulatory or Security Activities

Operation of this Ordinance shall not interfere in any way with the duty of the Tribal Gaming Commission to regulate the gaming operation in accordance with the Tribe’s National Indian Gaming Commission-approved gaming ordinance and/or the compact. Furthermore, the exercise of rights hereunder shall in no way interfere with the tribal casino’s surveillance/security systems, or any other internal controls system designed to protect the integrity of the Tribe’s gaming operations. The Tribal Gaming Commission is specifically excluded from the definition of Tribe and its agents.

Section 4: Eligible Employees Free to Engage in or Refrain from Concerted Activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5: Unfair Labor Practices for the Tribe

It shall be an unfair labor practice for the Tribe and/or employer or their agents:

- (a) to interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the Tribe and/or employer and a certified union from agreeing to union security or dues check off;
- (c) to discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Ordinance; or
- (d) after certification of the labor organization pursuant to Section 10, to refuse to bargain collectively with the representatives of Eligible Employees.

Section 6: Unfair Labor Practices for the Labor Organization

It shall be an unfair labor practice for a labor organization or its agents:

- (a) to interfere, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- (b) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a primary or secondary boycott or a refusal in the course of his/her employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce or other terms and conditions of employment. This section does not apply to Section 11;
- (c) to force or require the Tribe, casino, and/or employer to recognize or bargain with a particular labor organization as the representative of Eligible Employees if another labor organization has been certified

as the representative of such Eligible Employees under the provisions of this TLRO;

- (d) to refuse to bargain collectively with the Tribe, casino, and/or employer, provided it is the representative of Eligible Employees subject to the provisions herein; or
- (e) to attempt to influence the outcome of a tribal governmental election, *provided*, however, that this subsection (e) does not apply to tribal members.

Section 7: Tribe and Union Right to Free Speech

- (a) The Tribe's and the union's expression of any view, argument or opinion or the dissemination thereof, whether in written, printed, graphic or visual form, shall not constitute or be evidence of interference with, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.
- (b) The Tribe agrees that if a union first offers in writing that it and its local affiliates will comply with (b)(1) and (b)(2), the Tribe shall comply with the provisions of (c) and (d).
 - (1) For a period of three hundred sixty-five (365) days following delivery of a Notice of Intent to Organize ("NOIO") to the Tribe the union shall:
 - (A) not engage in strikes, picketing, boycotts, attack websites, or other economic activity at or in relation to the tribal casino or related facility; and refrain from engaging in strike-related picketing on Indian lands as defined in 25 U.S.C. § 2703(4);
 - (B) not disparage the Tribe for purposes of organizing Eligible Employees;

- (C) not attempt to influence the outcome of a tribal government election or other tribal governmental decision so long as the decision is unrelated to Eligible Employees or the subject-matter of this Ordinance; provided, however, that this prohibition does not apply to tribal members; and
 - (D) during the three hundred sixty-five (365) days after the Tribe received the NOIO, the union must collect dated and signed authorization cards pursuant to Section 10 herein and complete the secret ballot election also in Section 10 herein. Failure to complete the secret ballot election within a period of three hundred sixty-five (365) days after the Tribe received the NOIO shall mean that the union shall not be permitted to deliver another NOIO for a period of two years (730 days) from the date the Tribe received the NOIO.
 - (2) Resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.
- (c) Upon receipt of a NOIO, the Tribe shall:
- (1) within five (5) business days provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought-after bargaining unit and the Eligible Employees' last known addresses, telephone numbers and email addresses;
 - (2) for a period of three hundred sixty-five (365) days thereafter, not take any action or make any statement that directly or indirectly states or implies any opposition to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent. This includes refraining from making derisive comments about

unions; publishing or posting pamphlets, fliers, letters, posters, or any other communication which could reasonably be interpreted as criticizing the union or advising Eligible Employees to vote “no” against the union. However, the Tribe shall be free at all times to fully inform Eligible Employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe; and

- (3) resolve all issues, including collective bargaining impasses, through the binding dispute resolution mechanisms set forth in Section 13 herein.
- (d) The union’s offer in subsection (b) of this Section 7 shall be deemed an offer to accept the entirety of this Ordinance as a bilateral contract between the Tribe and the union, and the Tribe agrees to accept such offer. By entering into such bilateral contract, the union and Tribe mutually waive any right to file any form of action or proceeding with the National Labor Relations Board for the three hundred sixty-five (365)-day period following the Tribe’s receipt of the NOIO.
- (e) The Tribe shall mandate that any person or entity responsible for all or part of the operation of the casino and related facility shall assume the obligations of the Tribe under this Ordinance. If the Tribe enters into a management contract, and at the time the management contract is in effect the Tribe recognizes a labor organization as the representative of Eligible Employees, certified pursuant to this Ordinance, the labor organization will provide the management contractor, upon request, the election officer’s certification which constitutes evidence that the labor organization has been determined to be the majority representative of the Tribe’s Eligible Employees in the sought-after bargaining unit.
- (f) If the Tribe fails to comply with any obligation under this Section, including the time limits, the Tribe shall recognize the union as the collective bargaining representative of any unit of Eligible Employees, contingent upon and following certification by a member

of the Tribal Labor Panel pursuant to Section 10 that a majority of such Eligible Employees have selected the union to serve as their representative. Upon request by the Tribal Labor Panel member, the Tribe shall provide a list of Eligible Employees in the unit and signature exemplars.

Section 8: Access to Eligible Employees

- (a) Access shall be granted to the union for the purposes of organizing Eligible Employees, provided that such organizing activity shall not interfere with patronage of the casino or related facility or with the normal work routine of the Eligible Employees and shall be done on non-work time in non-work areas that are designated as employee break rooms or locker rooms that are not open to the public. The Tribe may require the union and/or union organizers to be subject to the same licensing rules applied to individuals or entities with similar levels of access to the casino or related facility, provided that such licensing shall not be unreasonable, discriminatory, or designed to impede access.
- (b) The Tribe, in its sole discretion, may also designate additional voluntary access to the union in such areas as employee parking lots and non-casino facilities located on tribal lands.
- (c) In determining whether organizing activities potentially interfere with normal tribal work routines, the union's activities shall not be permitted if the Tribal Labor Panel determines that they compromise the operation of the casino's:
 - (1) security and surveillance systems throughout the casino and reservation;
 - (2) access limitations designed to ensure security;
 - (3) internal controls designed to ensure security and approved by the Tribal Gaming Commission or Agency consistent with the compact; or

- (4) other systems designed to protect the integrity of the Tribe's gaming operations, tribal property and/or safety of casino personnel, patrons, employees or tribal members, residents, guests, or invitees.
- (d) The Tribe agrees to facilitate the dissemination of information from the union to Eligible Employees at the tribal casino by allowing posters, leaflets, and other written materials to be posted in non-public employee break areas where the Tribe already posts or permits the posting of announcements pertaining to Eligible Employees. Actual posting of such posters, notices, and other materials shall be by Eligible Employees desiring to post such materials, at such times and in such manner as is permitted for the posting of other employee materials, provided that such rules do not interfere with or delay the exercise of rights created by the Section.

Section 9: Indian Preference Explicitly Permitted

Nothing herein shall preclude the Tribe from giving Indian preference in employment, promotion, seniority, lay-offs or retention to members of any federally recognized Indian tribe or shall in any way affect the Tribe's right to follow tribal law, ordinances, personnel policies or the Tribe's customs or traditions regarding Indian preference in employment, promotion, seniority, lay-offs or retention. Moreover, in the event of a conflict between tribal law, tribal ordinance or the Tribe's customs and traditions regarding Indian preference and this Ordinance, the tribal law, tribal ordinance, or the Tribe's customs and traditions shall govern.

Section 10: Secret Ballot Elections

- (a) The election officer shall be chosen within five (5) business days of notification by the labor organization to the Tribe and the administrator of the Tribal Labor Panel of its intention to present authorization cards, and the same election officer shall preside thereafter for all proceedings under the request for recognition; provided, however, that if the election officer resigns, dies, or is incapacitated for any other reason from performing the functions of

this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein. Dated and signed authorization cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the elections officer will result in the conduct of a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within three (3) business days after the submission of authorization cards. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.

- (b) Upon the showing of interest to the election officer pursuant to subsection (a), within three (3) business days the Tribe shall provide to the union an election eligibility list containing the full first and last names of the Eligible Employees within the sought after bargaining unit and the Eligible Employees' last known addresses, telephone numbers and email addresses. Nothing herein shall preclude a Tribe from voluntarily providing an election eligibility list at an earlier point of a union organizing campaign with or without an election.
- (c) The election shall be conducted by the election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. In the event either that a party refuses to enter into the consent election agreement or that the parties do not agree on the terms, the election officer shall issue an order that conforms to the terms of the form consent election agreement and shall have authority to decide any terms upon which the parties have not agreed, after giving the parties the opportunity to present their views in writing or in a telephonic conference call. The election officer shall be a member of the Tribal Labor Panel chosen pursuant to the dispute resolution provisions herein at Section 13(b)(2). All questions concerning representation of the Tribe and/or

Eligible Employees by a labor organization shall be resolved by the election officer.

- (d) The election officer shall certify the labor organization as the exclusive collective bargaining representative of a unit of employees if the labor organization has received the support of a majority of the bargaining unit's Eligible Employees in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for certification is fifty percent (50%) of the Eligible Employees in the bargaining unit plus one (1). If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or the union, the election officer may order a re-run election. If the election officer determines that there was the commission of serious Unfair Labor Practices by the Tribe, or in the event the union made the offer provided for in Section 7(b) and that the Tribe violated its obligations under Section 7(c), in a way that interferes with the election process and precludes the holding of a fair election, and the labor organization is able to demonstrate that it had the support of a majority of the employees in the bargaining unit at any time before or during the course of the Tribe's misconduct, the election officer shall certify the labor organization as the exclusive bargaining representative. If the election officer determines that the union committed serious unfair labor practices during the three hundred sixty-five (365) days after the Tribe received the NOIO in a way that precludes holding a fair election, the election officer may delay the election until a time when the election officer determines that a fair election may be held.
- (e) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3)-member panel of the Tribal Labor Panel mutually chosen by both parties, provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.

- (f) A union that loses an election and has exhausted all dispute remedies related to the election may not invoke any provisions of this Ordinance at that particular casino or related facility until one (1) year after the election was lost.

Section 11: Collective Bargaining Impasse

- (a) Upon recognition, the Tribe and the union will negotiate in good faith for a collective bargaining agreement covering bargaining unit employees represented by the union.
- (b) If collective bargaining negotiations result in an impasse, the union shall have the right to strike. No strike-related picketing may be conducted on the Tribe's Indian lands as defined in 25 U.S.C. § 2703(4).
- (c) Where the union makes the offer set forth in Section 7(b), if collective bargaining negotiations result in impasse, the matter shall be resolved as set forth in Section 13(c).

Section 12: Decertification of Bargaining Agent

- (a) The filing with the election officer of a petition signed by thirty percent (30%) or more of the Eligible Employees in a bargaining unit seeking the decertification of a certified union, will result in a secret ballot election. The election officer shall make a determination as to whether the required thirty percent (30%) showing has been made within three (3) business days after the submission of the petition. If the election officer determines the required thirty percent (30%) showing of interest has been made, the election officer shall issue a notice of election. The election shall be concluded within thirty (30) calendar days of the issuance of the notice of election.
- (b) The election shall be conducted by an election officer by secret ballot pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. The election officer shall be a member of the Tribal Labor Panel chosen

pursuant to the dispute resolution provisions herein. All questions concerning the decertification of the union shall be resolved by the election officer. The election officer shall be chosen upon notification to the Tribe and the union of the intent of the Eligible Employees to present a decertification petition, and the same election officer shall preside thereafter for all proceedings under the request for decertification; *provided* however that if the election officer resigns, dies or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.

- (c) The election officer shall order the labor organization decertified as the exclusive collective bargaining representative of the bargaining unit if a majority of the Eligible Employees support decertification of the labor organization in a secret ballot election that the election officer determines to have been conducted fairly. The numerical threshold for decertification is fifty percent (50%) of the Eligible Employees in the bargaining unit plus one (1). If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or the union, the election officer may order a re-run election or dismiss the decertification petition.
- (d) A decertification proceeding may not begin until one (1) year after the certification of a labor union if there is no collective bargaining agreement. Where there is a collective bargaining agreement, a decertification petition may only be filed no more than ninety (90) days and no less than sixty (60) days prior to the expiration of a collective bargaining agreement. A decertification petition may be filed any time after the expiration of a collective bargaining agreement.
- (e) The Tribe or the union may appeal within five (5) days any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel chosen in

accordance with Section 13(b), provided that the Tribal Labor Panel must issue a decision within thirty (30) days after receiving the appeal.

Section 13: Binding Dispute Resolution Mechanism

- (a) All issues shall be resolved exclusively through the binding dispute resolution mechanisms herein.
- (b) The method of binding dispute resolution shall be a resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the parties, which panel shall serve all tribes that have adopted this or any tribal labor relations ordinance adopted pursuant to a compact with the State of California. The Tribal Labor Panel shall have authority to hire staff and take other actions necessary to conduct elections, determine units, determine scope of negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all other activities needed to fulfill its obligations under this Ordinance.
 - (1) Each member of the Tribal Labor Panel shall have relevant experience in federal labor law and/or federal Indian law, with preference given to those with experience in both. Names of individuals may be provided by such sources as, but not limited to, Indian Dispute Resolution Services, Federal Mediation and Conciliation Service, and the American Academy of Arbitrators.
 - (2) One arbitrator from the Tribal Labor Panel will render a binding decision on the dispute under the Ordinance. Five (5) Tribal Labor Panel members' names shall be submitted to the parties and each party may strike no more than two (2) names. If the dispute will be decided by a three (3)-member panel, seven (7) Tribal Labor Panel names will be submitted and each party can strike no more than two (2) names. A coin toss shall determine which party may strike the first name. The arbitrator

will generally follow the American Arbitration Association's procedural rules relating to labor dispute resolution, as well as substantive federal decisional law under Section 301 of the Labor Management Relations Act. The arbitrator must render a written, binding decision that complies in all respects with the provisions of this Ordinance within thirty (30) days after a hearing.

- (c) (1) Upon certification of a union in accordance with Section 7 or 10 of this Ordinance, the Tribe and union shall negotiate for a period of ninety (90) days after certification. If, at the conclusion of the ninety (90)-day period, no collective bargaining agreement is reached and either the union and/or the Tribe believes negotiations are at an impasse, at the request of either party, the matter shall be submitted to mediation with the Federal Mediation and Conciliation Service. The parties shall equally bear the costs of mediation and conciliation.
- (2) Upon appointment, the mediator shall immediately schedule meetings at a time and location reasonably accessible to the parties. Mediation shall proceed for a period of thirty (30) days. Upon expiration of the thirty (30)-day period, if the parties do not resolve the issues to their mutual satisfaction, the mediator shall certify that the mediation process has been exhausted. Upon mutual agreement of the parties, the mediator may extend the mediation period.
- (3) Within twenty-one (21) days after the conclusion of mediation, the mediator shall file a report that resolves all of the issues between the parties and establishes the final terms of a collective bargaining agreement, including all issues subject to mediation and all issues resolved by the parties prior to the certification of the exhaustion of the mediation process. With respect to any issues in dispute between the parties, the

report shall include the basis for the mediator's determination. The mediator's determination shall be supported by the record.

- (4) In resolving the issues in dispute, the mediator may consider those factors commonly considered in similar proceedings.
 - (d) Either party may seek a motion to compel arbitration or a motion to confirm or vacate an arbitration award under this Section 13 without exhausting tribal remedies in the appropriate state superior court, unless a bilateral contract has been created in accordance with Section 7, in which case either party may proceed in federal court. The Tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of compelling arbitration or confirming or vacating an arbitration award issued pursuant to the Ordinance in the appropriate state superior court or in federal court. The parties are free to put at issue whether the arbitration award exceeds the authority of the Tribal Labor Panel. Any party unsuccessfully challenging its duty to arbitrate or to comply with an arbitral award shall be liable for the other party's attorney's fees and other expenses of litigation.
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Attachment 1

CONSENT ELECTION AGREEMENT PROCEDURES

Pursuant to the Tribal Labor Relations Ordinance adopted pursuant to section 12.0 of the Tribe's compact, the undersigned parties hereby agree as follows:

1. Jurisdiction. [Tribe] is an employer within the meaning of the Ordinance; and each employee organization named on the ballot is an employee organization within the meaning of the Ordinance; and the employees described in the voting unit are Eligible Employees within the meaning of the Ordinance.

2. Election. An election by secret ballot shall be held under the supervision of the elections officer among the bargaining unit's Eligible Employees of the Tribe named above, and in the manner described below, to determine which employee organization, if any, shall be certified to represent such employees pursuant to the Ordinance.

3. Voter Eligibility. Unless otherwise indicated below, the eligible voters shall be all Eligible Employees within the requested bargaining unit who were employed on the eligibility cutoff date indicated below, and who are still employed on the date they cast their ballots in the election, *i.e.*, the date the voted ballot is received by the elections officer. Eligible Employees who are ill, on vacation, on leave of absence or sabbatical, temporarily laid off, and employees who are in the military service of the United States shall be eligible to vote.

4. Voter Lists. The Tribe shall electronically file with the elections officer a list of eligible voters within three (3) business days after receipt of a Notice of Election.

5. Notice of Election. The elections officer shall serve Notices of Election on the Tribe and on each party to the election. The Notice of Election shall contain a sample ballot, a description of the voting unit and information regarding the balloting process. Upon receipt, the Tribe shall post such Notice of Election conspicuously on all employee bulletin boards in each area of the facility in which members of the voting unit are employed. Once a Notice of Election is

posted, where the union has made the written offer set forth in Section 7(b) of the Tribal Labor Relations Ordinance, the Tribe shall continue to refrain from publishing or posting pamphlets, fliers, letters, posters or any other communication which should be interpreted as criticism of the union or advises employees to vote “no” against the union. The Tribe shall be free at all times to fully inform employees about the terms and conditions of employment it provides to employees and the advantages of working for the Tribe.

6. Challenges. The elections officer or an authorized agent of any party to the election may challenge, for good cause, the eligibility of a voter. Any challenges shall be made prior to the tally of the ballots.

7. Tally of Ballots. At the time and place indicated below, ballots shall be co-mingled and tabulated by the elections officer. Each party shall be allowed to station an authorized agent at the ballot count to verify the tally of ballots. At the conclusion of the counting, the elections officer shall serve a Tally of Ballots on each party.

8. Objections and Post-election Procedures. Objections to the conduct of the election may be filed with the elections officer within five (5) calendar days following the service of the Tally of Ballots. Service and proof of service is required.

9. Runoff Election. In the event a runoff election is necessary, it shall be conducted at the direction of the elections officer.

10. Wording on Ballot. The choices on the ballot shall appear in the wording and order enumerated below.

FIRST: [***]

SECOND: [***]

THIRD: [***]

11. Cutoff Date for Voter Eligibility: [***]

12. Description of the Balloting Process. A secret ballot election will take place within thirty (30) days after delivery of the voter list referenced in paragraph 4. The employer will determine the location or locations of the polling places for the election. There must be at least one (1) neutral location (such as a high school, senior center, or similar facility) that is not within the Gaming Facility or subject to the gaming facility's surveillance system, and employees must also be afforded the option of voting by mail through procedures established by the election officer. Such procedures must include provisions that provide meaningful protection for each employee's ability to make an informed and voluntary individual choice on the issue of whether to accept or reject a union. Such procedures must also ensure that neither Tribe, employer nor union representatives shall observe employees personally marking, signing, or placing their ballot in the envelope. Only voters, designated observers and the election officer or supporting staff can be present in the polling area. Neither Tribe, employer nor union representatives may campaign in or near the polling area. If the election officer or supporting staff questions an employee's eligibility to vote in the election, the ballot will be placed in a sealed envelope until the employee's eligibility is determined. The box will be opened under the supervision of the election officer when voting is finished. Ballots submitted by mail must be received by the elections officer no later than the day before the election in order to be counted in the official tally of ballots.

13. Voter List Format and Filing Deadline: Not later than three (3) business days after receipt of the Notice of Election, the Tribe shall file with the elections officer, at [**address**], an alphabetical list of all eligible voters including their job titles, work locations and home addresses.

Copies of the list shall be served concurrently on the designated representative for the [***]; proof of service must be concurrently filed with the elections officer.

In addition, the Tribe shall submit to the election officer on or before [***], by electronic mail, a copy of the voter list in an Excel spreadsheet format, with columns labeled as follows: First Name, Last Name, Street Address, City, State, and Zip Code. Work locations and job titles need not be included in the electronic file. The file shall be sent to [***].

14. Notices of Election: Shall be posted by the Tribe no later than [***].

15. Date, Time, and Location of Counting of Ballots: Beginning at [*time**] on [**date**], at the [**address**].

16. Each signatory to this Agreement hereby declares under penalty of perjury that s/he is a duly authorized agent empowered to enter into this Consent Election Agreement.

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

(Name of Party)
By
(Title) (Date)

Date approved: _____

[**Author**]

Elections Officer

APPENDIX C

OFF-TRACK SATELLITE WAGERING

WHEREAS, the State of California (State) permits and regulates pari-mutuel wagering on horse racing (also known as off-track wagering) at authorized satellite wagering facilities (also known as simulcast wagering facilities) at various locations within the State, under the terms of California Business and Professions Code section 19400 et seq. (California Horse Racing Law); and

WHEREAS, the California Horse Racing Board (Board) is the agency established under California state law to administer and enforce all laws, rules, and regulations affecting horse racing and pari-mutuel wagering within the state and has enacted regulations that appear at title 4, division 4 of the California Code of Regulations, regulating the conduct of pari-mutuel and simulcast wagering on the results of horse races (Board Rules and Regulations); and

WHEREAS, operation of a satellite wagering facility is a Class III Gaming activity under IGRA; and

WHEREAS, the Alturas Indian Rancheria, California (Tribe) has duly enacted its Gaming Ordinance, which permits Class III Gaming on and within the Tribe's Indian lands if conducted in conformity with an applicable tribal-state compact; and

WHEREAS, the Secretary of the Interior has prescribed Secretarial Procedures to govern the Tribe's operation of class III gaming in lieu of a tribal-state compact; and

WHEREAS, section 3.0, subdivision (a), of the Secretarial Procedures authorizes and permits the Tribe to offer off-track wagering on horse races at a satellite wagering facility pursuant to the requirements of this Appendix.

NOW, THEREFORE, the standards herein are established to govern the operation of off-track satellite wagering on the Tribe's Indian lands:

Sec. 1.0. Definitions.

Except where the context otherwise requires, the terms employed in this Appendix shall have the same meanings ascribed to them in the California Horse Racing Law, the Board Rules and Regulations, and in the Compact, as they may be

modified or amended from time to time during the term of the Compact. Whenever reference to the Compact is made in this Appendix, that reference shall be understood to also include any Class III Gaming compact between the Tribe and the State to amend or replace the Compact that may hereafter be entered into and that is in effect, and any Secretarial Procedures that are in effect for the Tribe. A satellite wagering machine is a device used solely to conduct off-track wagering on horse races authorized by this Appendix, and such a machine shall not be treated as a Gaming Device as defined in the Compact, including for the purpose of calculating the number of Gaming Devices operated by the Tribe under the Compact.

Sec. 2.0. Purpose.

The purpose of this Appendix is to establish and declare the terms upon which off-track wagering in a satellite wagering facility may be established and operated by the Tribe in its Gaming Facility as a means of developing self-sufficiency and generating additional revenues necessary to provide tribal services and programs, while providing the State and the Tribe with an effective means of regulating such activities in accordance with IGRA.

Sec. 3.0. Authorization to Operate Satellite Wagering Facility.

The Tribe is authorized to establish and operate off-track wagering on horse races in a satellite wagering facility (Satellite Facility) upon the Tribe's Indian lands within its Gaming Facility, provided that the Tribe completes and submits to the Board an Application for Authorization to Operate a Simulcast Wagering Facility (Form CHRB-25, or such form as may be revised), and such Satellite Facility is operated in conformity with IGRA, this Appendix, and the Compact. To the extent there may be provisions in the Compact that are in conflict with provisions in the California Horse Racing Law or the Board Rules and Regulations that are specific to the conduct of off-track wagering on horse races at a satellite wagering facility, the California Horse Racing Law and the Board Rules and Regulations, and the terms of this Appendix, shall control.

- (a) Satellite Facility. For purposes of this Appendix, a site within a Gaming Facility authorized under Compact section 4.2, which shall be clearly demarcated, shall be approved as the Tribe's Satellite Facility, provided that, upon inspection by the Board, the Board finds that the Satellite Facility complies with the substantive requirements of the California Horse Racing Law and the Board Rules and Regulations. References to the Satellite Facility in this Appendix shall refer only to

the portion of the Gaming Facility that has been demarcated as the Satellite Facility and shall not refer to any other portion of the Gaming Facility.

- (b) Continuing Obligation to Maintain Satellite Facility. The Tribe agrees to maintain its Satellite Facility in a manner that complies with all applicable satellite wagering facility requirements made applicable by this Appendix at all times; provided, however, that the Tribe retains sole discretion to cease operation of the Satellite Facility.
- (c) Except as provided in this Appendix, no prohibition upon, or regulation of, the establishment or operation of the Satellite Facility will be imposed upon the Tribe by the State.

Sec. 4.0. Agreements with Satellite Operating Organizations.

In order to permit the conduct of off-track wagering on horse races through intrastate satellite wagering and out-of-state satellite wagering at the Satellite Facility, the Tribe is hereby authorized to enter into agreements with any satellite operating organization that is established pursuant to Business and Professions Code section 19608.2, subdivision (a) or other provision of the California Horse Racing Law or the Board's Rules and Regulations, and which organization provides the audiovisual signal of, and operates satellite wagering on, racing events authorized to be received in the northern zone. No such satellite operating organization shall refuse to enter into such an agreement with the Tribe on the ground that the Tribe is not an entity eligible to be authorized to operate a satellite wagering facility under state law, or that the proposed agreement with the Tribe is otherwise inconsistent with any other provision of state law, or with the Board Rules and Regulations, as long as the proposed agreement between the Tribe and the satellite operating organization complies with federal law and with the terms of this Appendix. A copy of any such agreement entered into by the Tribe shall be provided to the Board at the location of the Board's headquarters within thirty (30) days after its execution. Except as herein provided, nothing in this Appendix is intended to alter in any way the rights of the satellite operating organization under state law.

Sec. 5.0. Distribution of Handle.

- (a) Generally. The amounts deducted from pari-mutuel wagers at the Satellite Facility, and the distribution of such amounts, shall be the same as those provided for under the California Horse Racing Law

and the Board Rules and Regulations for satellite wagering facilities, other than fairs, in the northern zone.

(b) Additional Provisions for Purposes of Business and Professions Code Section 19605.7.

- (1) The Tribe and the satellite operating organization may agree between them and may specify by incorporating into the agreement described in this Appendix, section 4.0, how the percentages of the handle specified in Business and Professions Code section 19605.7, subdivision (c), and designated for promotion of the program at the Satellite Facility, shall be distributed and expended; and
- (2) The Tribe shall be deemed to be the equivalent of the county, and entitled to the 0.33% of the handle distributed to the local government within which the Satellite Facility is located, as specified in Business and Professions Code section 19605.7, subdivision (d), and the Tribe shall receive that distribution instead of Modoc County.

Sec. 6.0. Right of Entry.

The Tribe hereby grants the Board a right of entry onto the Tribe's land solely for purposes of inspecting its Satellite Facility and monitoring compliance with this Appendix. Such inspection or other site visits shall be conducted by the Board in accordance with the same schedules, policies, and procedures that the Board customarily applies to satellite wagering facilities licensed under state law. Except when entering, leaving, or remaining in the public areas of the Satellite Facility during normal operating hours, Board members or personnel shall notify the Tribal Gaming Agency, as defined in the Compact, when they seek access to the restricted (i.e., non-public) areas of the Satellite Facility. Inspections of the non-public areas of the Satellite Facility and inspections, copying, and maintenance of papers, books, and records, which shall remain the property of the Tribe, shall be conducted in accordance with the Compact. Nothing in this Appendix shall preclude the State Gaming Agency, as defined in the Compact, from entry into the Satellite Facility to carry out all activities, rights, and duties provided to the State Gaming Agency by the Compact.

Sec. 7.0. Concurrent Tribal Authority.

Nothing contained herein shall operate to preclude the Tribe from exercising such additional and concurrent regulatory authority as it may otherwise possess over the Gaming Activities authorized under this Appendix; provided, however, that any regulatory authority exercised by the Tribe over the Gaming Activities authorized in this Appendix shall be no less stringent than that which the Board would exercise over off-track wagering on horse races at satellite wagering facilities approved under state law.

Sec. 8.0. Consent Under Interstate Horse Racing Act.

To the extent that acceptance of interstate off-track wagers on horse races is authorized by California state law and the Board, the execution of the Compact by the State or issuance of Procedures by the Secretary shall be deemed consent to acceptance of interstate off-track wagers by the satellite operating organization at the Satellite Facility, as required under 15 U.S.C. § 3004(a)(3). Either the State, the Board, or its successor, if requested, shall acknowledge in writing the consent given herein.

Sec. 9.0. Licenses Generally.

Subject to compliance with the terms of this Appendix, the Tribe shall not be required to obtain or possess a license from the Board in order to establish and operate a satellite wagering facility within its Gaming Facility, and shall not be required to obtain any other license under state law in connection with its operation of its Satellite Facility, except as may be required under the Compact.

Sec. 10.0. Licensing of Employees.

- (a) Administrative and managerial personnel who exercise control over other persons licensed by the Board or the operation of satellite wagering, or whose duties routinely require access to restricted areas of the Satellite Facility, and clerical and other employees employed in a restricted area of the Satellite Facility, shall hold a valid license issued by the Board, if the person is required to be licensed pursuant to section 1481 of the Board Rules and Regulations; provided that this requirement shall not apply to tribal public safety officers and security personnel of the Gaming Facility who regularly patrol the Satellite Facility in the course of performing their normal, assigned duties, but who are not assigned to remain therein continuously; and provided further that for the purposes of this Appendix, the restricted area of the Satellite Facility shall mean those areas within the Satellite

Facility where admission can be obtained only upon presentation of authorized credentials or proper license, including those areas designated as the pari-mutuel department.

- (b) If required by any of the Tribe's ordinances, regulations, or rules, every person employed at the Satellite Facility on the Tribe's Indian lands shall:
 - (1) Hold a valid license issued by the Tribal Gaming Agency; or
 - (2) Be approved by the Tribal Gaming Agency for such employment.

Sec. 11.0. Security Control Over Satellite Facility.

The Tribe shall maintain such security controls over its Satellite Facility and premises, including the presence of licensed security personnel, as the Board's Chief Investigator shall direct; and shall remove, deny access to, eject, or exclude persons whose presence within the Satellite Facility is inimical to the interests of the State as provided by sections 1980 and 1989 of the Board Rules and Regulations, or to the interests of the Tribe in operating an honest, legitimate satellite facility. Persons prohibited from wagering or excluded from the Satellite Facility pursuant to sections 1980 through 1989 of the Rules and Regulations shall have the right to a hearing thereon pursuant to the Board Rules and Regulations, and the Tribe shall abide by the Board's decision following such hearing; however, nothing in this section shall affect the Tribe's power to exclude or remove persons from the Tribe's land, Gaming Facility, or Satellite Facility pursuant to federal law and the Tribe's laws, regulations, rules, or policies.

Sec. 12.0. Civil Regulation.

- (a) Generally. Except as modified by this Appendix, and except to the extent that they are in conflict with federal law, all provisions of the California Constitution and all provisions of California Horse Racing Law that specifically and directly pertain to the conduct of off-track wagering on horse races at a satellite wagering facility, and all rules, regulations, policies, and regulatory and enforcement practices of the Board or its successor, which are now in existence or which may hereafter be enacted, adopted or from time to time amended, and that apply generally to satellite wagering facilities within the State, are hereby incorporated into this Appendix and shall be applicable to the

Satellite Facility authorized by this Appendix to the same extent and in the same manner as they apply to satellite wagering facilities in operation within the state generally.

- (b) Non-Discrimination in Enforcement. In exercising the regulatory enforcement authority granted herein, such authority and the application of the Board Rules and Regulations and procedures shall not be exercised by the Board in a manner that discriminates against the Tribe or is more stringent than that applied to state-licensed satellite wagering facilities in operation within the State generally.

Sec. 13.0. Suitability Standard Regarding Licensing. It is anticipated that the licensing of persons, entities, and financial sources directly providing services or materials to the Tribe's Satellite Facility shall involve cooperation between the Tribal Gaming Agency and the Board. Except as modified by this Appendix, the Tribe agrees to comply with all licensing requirements, procedures, and standards relevant to satellite wagering facilities that are set forth in the California Horse Racing Law and the Board's Rules and Regulations.

Sec. 14.0. Governing Law. This Appendix shall be governed by and construed in accordance with federal law (including but not limited to IGRA) and the laws of the State of California to the extent those laws are not inconsistent with federal law; provided, however, that provisions of state laws and regulations expressly incorporated into this Appendix shall be construed in accordance with the laws of the State of California.