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Gaming Ordinance
Klamath Tribal Code
Title 7 – Chapter 45

45.01 Purpose. The purpose of this Ordinance is to regulate and to provide for the licensing of Class II and Class III gaming on Tribal lands of the Klamath Tribes.

45.02 Short Title. This Ordinance may be cited as the " Klamath Tribal Gaming Ordinance."

45.03 Declaration of Tribal Policy. It is the policy of the Klamath Tribes, hereinafter referred to as "Tribes;"

(a) That the Tribes shall have the sole proprietary interest in any Gaming Operation;

(b) That all Gaming Operations on Tribal lands shall be conducted by the Tribes, the Tribal Gaming Corporation or the Tribes management contractors only.

(c) That it is the objective of this Ordinance to provide revenue to promote:

(1) Tribal economic development and self-sufficiency; and

(2) The health, education, and welfare of Tribal members; and

(d) That the gaming activities provided for by this Ordinance within lands of the Tribes shall be conducted in conformance with the requirements of this Ordinance, the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. 2701, et seq., as implemented by the regulations promulgated by the National Indian Gaming Commission, and the provisions of the Klamath Tribes/State of Oregon Compact governing Class III gaming on Klamath Tribal lands.

45.04 Definitions. For the purpose of this Ordinance, the following definitions shall apply:

(a) "Act" means the Indian Gaming Regulatory Act, Public Law 100-497, 102 Stat. 2466, codified at 25 U.S.C. 2701, et seq.

(b) "Applicant" means any person that completes an application with the Tribes for a gaming license.

(c) "Assessable gross revenues" means the annual total amount of money wagered and admission fees, less any amounts paid out as prizes or paid for prizes awarded, and less an allowance for amortization of capital expenditures for structures.

(d) "Bingo" means that game of chance (whether or not electronic, computer, or other technologic aids are used in connection therewith):

(1) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations;

(2) in which the holder of the cards covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and

(3) in which the game is won by the first person covering a previously designated arrangement of numbers or designations on such cards.

(e) "NIGC Chairman" means Chairman of the National Indian Gaming Commission or his or her designee.

(f) "Cheating" means operating or playing in a game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself/herself or someone in privity with him/her an advantage over and above the chance of the game.

(g) "Class II gaming" means that gaming defined in 25 C.F.R. 502.3.

(h) "Class III gaming" means that gaming defined in 25 C.F.R. 502.4.

(i) "Collateral agreement" means any contract, whether or not in writing, that is related, either directly or indirectly, to a management contract, or to any rights, duties, or obligations created between the Tribes (or any of their members, entities, or organizations) and a management contractor or subcontractor (or any person or entity related to a management contractor or subcontractor).

(j) "NIGC" means the National Indian Gaming Commission.

(k) "Employee manager" is a manager other than a "management contractor" employed by the Tribes to manage a tribal gaming establishment.

(l) "Executive Committee" means the Executive Committee of the General Council as described in the Constitution of the Klamath Tribes.

(m)"Gaming" means risking any money or other thing of value for gain, contingent, wholly or partially, upon lot, chance, the operation of gaming apparatus, or the happening or outcome of an event over which the person taking the risk has no control.

(n) "Gaming Regulatory Commission" means the Klamath Tribal Gaming Regulatory Commission as created by the Executive Committee.

(o) "Gaming Corporation" means the Klamath Tribal Gaming Corporation, as Chartered by the Executive Committee and approved by the General Council.

(p) "Gaming establishment" means any location or structure, wherein gaming is licensed, promoted, performed, conducted, or operated.

(q) "Gaming license" means the permit granted by the Tribes to an applicant for employment with a gaming operation.

(r) "Gaming operation" means each economic entity that is licensed by the Tribes, operates the games, receives the revenues, issues the prizes, and pays the expenses. A gaming operation may be operated by the Tribes directly by a management contractor through the Klamath Tribal Gaming Corporation.

(s) "Gross gaming revenues" means the annual total amount of money wagered and admission fees.

(t) "In privity with" means one who acts jointly with another or as an accessory before the fact to an act committed by the other or as a co-conspirator with the other.

(u) "Key employee" means:

(1) A person who performs one or more of the following functions:

(A) Bingo caller;

(B) Counting room supervisor;

(C) Chief of security;

(D) Custodian of gaming supplies or cash;

(E) Floor manager;

(F) Pit boss;

(G) Dealer;

(H) croupier; or

(J) Custodian of gambling devices including persons with access to cash and accounting records within such devices;

(2) If not otherwise included, any other person whose total cash compensation is in excess of Fifty Thousand Dollars ($50,000) per year; or

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

(v) "Management contract" means any contract, subcontract, or collateral agreement between the Tribes and a contractor or between a contractor and a subcontractor if such contract agreement provides for the management of all or part of a gaming operation.

(w) "Management contractor" means the person or entity holding a contract entered into pursuant to 25 U.S.C. 2710(d)(9) or 2711.

(x) "Minor"

(1) for the purposes of gaming, means a person less than eighteen (18) years of age.

(2) for the purpose of gaming where alcohol is served, means anyone less than twenty one (21) years of age.

(y) "Net revenues" means gross gaming revenues of a Tribal gaming operation less:

(1) Amounts paid out as, or paid for, prizes; and

(2) Total gaming-related operating expenses, excluding management fees.

(z) "Operating expenses" means total gaming-related expenses excluding management fees.

(aa) "Person" means any individual, firm, partnership, corporation, company, or association.

(ab) "Person having a direct or indirect financial interest in a management contract" means:

(1) When a person who is a party to a management contract, any person having a direct financial interest in such management contract;

(2) When a trust is a party to a management contract, and a beneficiary or trustee;

(3) When a partnership is a party to a management contract, any partner;

(4) When a corporation is a party to a management contract, any person who is a director or who holds at least ten percent (10%) of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child, or sibling; or

(5) When an entity other than a natural person has an interest in a trust, partnership, or corporation that has an interest in management contract, all parties of that entity are deemed to be persons having a direct financial interest in a management contract.

(ac) "Person having management responsibility for management contract" means the person designated in the management contract as having engagement responsibility for the gaming operation, or a portion thereof.

(ad) "Player" means a person participating in a game with the hope of winning money or other benefit, but does not include a licensee, any assistant of a licensee, or their immediate family.

(ae) "primary management official" means:

(1) The person having management responsibility for a management contract;

(2) Any person who has authority;

(A) To hire and fire employees; or

(B) To set up working policy for the gaming operation; or

(C) The chief financial officer or other person who has financial management responsibility.

(af) "Secretary" means the Secretary of the Interior.

(ag) "Tribal lands" means all lands which are held in trust by the United States of America for the Tribes and all lands owned by the Tribes which are subject to restriction against alienation imposed by the United States.

(ah) "Tribes" means the Klamath Tribes.

(ai) "Tribal-State compact" means the agreement between the Tribes and the State of Oregon governing Class III gaming under 25 U.S.C. 2710(d).

45.06 Creation of Tribal Gaming Regulatory Commission. The Executive Committee, with the approval of the General Council, shall create a Tribal Gaming Regulatory Commission of three people, to exercise any or all of the of powers and responsibilities set out in this Ordinance.

45.07 Powers of the Tribal Gaming Regulatory Commission. The Tribal Gaming Regulatory Commission, through the Executive Committee, shall have the power and responsibility of promulgation and enforcement of rules and regulations to provide for the following:

(a) enforce and administer the provisions of this Ordinance and ensure compliance with all

relevant laws;

(b) issue and renew gaming licenses as provided in this Ordinance and in any regulation which may be promulgated by the Executive Committee;

(c) revoke, suspend, or condition a gaming license or deny an application for a license for violation of applicable law or Ordinance regulating gaming, or conviction of any offense involving a gaming related crime or moral turpitude;

(d) collect fees and interest as provided for in this Ordinance;

(e) assess and collect penalties provided for in this Ordinance;

(f) adjust the respective amounts of the annual license fees, provided that such fees shall not be increased retroactively;

(g) Audit or cause to be audited expenditures, receipts, and reports of a licensee responsible for managing a Tribal gaming enterprise and obtain an annual audit by a Certified Public Accountant;

(h) review, on demand, such books and records and inspect the premises and operations licensees as it deems necessary for the enforcement of this Ordinance;

(i) draw up such forms as it deems necessary;

(j) institute such legal proceedings in the name of the Tribes in Tribal Court or in any other court of competent jurisdiction as it deems necessary for the enforcement of this Ordinance;

(k) conduct hearings provided for in this Ordinance;

(l) deposit all fees, penalties, and interest collected under authority of this Ordinance into an account to the credit of the Tribes.

(m)maintain a correct and full accounting of all fees, and interest received under authority of this penalties, Ordinance, and provide a monthly record of that accounting; and

(n) Ensure the physical safety of patrons in, and of personnel employed by, the establishment;

(o) Safeguard the assets transported to and from the gaming facility and cashier's cage department;

(p) Protect patrons and property from illegal activity;

(q) Detain persons suspected of crimes for the purpose of notifying the law enforcement authorities;

(r) Record any and all unusual occurrences within the gaming facility in indelible ink in a bound notebook from which pages cannot be removed, and each side of each page of which is sequentially numbered, as follows:

(1) The assigned sequential number of the indent;

(2) The date;

(3) The Time;

(4) The nature of the incident;

(5) The person involved in the incident; and

(6) The security employee assigned.

(s) Maintain logs relating to surveillance, security, cashier's cage, credit, machine (showing when video machines opened) and machine location;

(t) Establish and maintain an updated list of persons barred from the Gaming Facility either because of their criminal history or because their association with career offenders or career offender organizations poses a threat to the honesty, security and integrity of Gaming Operations, and furnish that list to the State as updated;

(u) Maintain a close circuit television system in the cash room of the Gaming Facility and provide copies of floor plan and TV system to the State;

(v) Maintain a cashier's cage in accordance with industry standards for security;

(w) Employ and train sufficient mutuel clerks;

(x) employ and train sufficient security personnel; and

(y) Subject to State review and approval, establish a method for resolving disputes with players.

(z) take such other actions and issue such orders and promulgate such regulations as is required by the Tribal/State Compact or as the Executive Committee may deem necessary to

properly and fully perform its duties and responsibilities under this Ordinance.

45.08 Tribal Gaming Corporation. The Executive Committee, with the approval of General Council, shall charter a Tribal Gaming Corporation, as a subsidiary of the Klamath Tribal Business and Development Corporation, and will be responsible for carrying out the day to day business of the Tribal Gaming Enterprise.

45.09 Tribal Interest. The Tribes shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation.

45.10 Individual Gaming Operations. If the Tribes elect to allow individually owned gaming operations they shall authorize such operations in accordance with the requirements set forth in 25 C.F.R. 522.10 and 522.11 and in accordance with the Tribe/State Compact.

45.11 Class II Games. Class II games as follows may be licensed for conduct on Tribal lands:

(a) bingo, pull tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo as defined under 25 C.F.R. 502.9.

(b) card games defined as class II gaming under 25 C.F.R. 502.3(c).

(c) any game determined to be a class II game by Congressional amendment of the Act, by regulation, or by action of the NIGC or the federal courts.

45.12 Class III Games. Class III games as follows may be licensed for conduct on Tribal lands:

(a) such class III games as may be authorized by the Tribal/State compact, and

(b) such class III games authorized under procedures specified in 25 U.S.C. 2710(d)(7)(B).

45.13 Application for Gaming License. An application for a gaming license shall include:

(a) a description of the place, facility, or location on Tribal lands where the applicant will operate a gaming operation or where the applicant will be employed.

(b) the following privacy notice prescribed by 25 C.F.R. sec. 556.2:

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

Solicitation of the information on this form is authorized by 25 U.S.C. 2701, et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission

members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a Tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee or the issuance or revocation of a gaming license, or investigations of activities while associated with a Tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a Tribe being unable to hire you in a primary management official or key employee position.

(c) The following notice regarding false statements is prescribed by 25 C.F.R. 556.3:

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

45.14 Licensing Of Gaming Employees.

(a) All Primary Management Officials and Key Employees to be employed in the Gaming Facility shall be licensed by the Tribes in accordance with the provisions of this Ordinance and the Tribal/State Compact.

(b) All prospective employees, Primary Management Officials, Key Employees and Low Security Employees, shall provide to the Tribes any required application fees and the following information:

(1) Full name, including any aliases by which the applicant has been known;

(2) Social security number;

(3) Date and place of birth; citizenship, gender, all languages (spoken or written);

(4) Residential addresses for the past ten years;

(5) Employment history for the past ten years and ownership interests in those businesses.

(6) the names and current addresses of at least five (5) personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (b)(4) of this Section;

(7) Driver's license number;

(8) All licenses issued and disciplinary actions taken by any Federal, State or Tribal

gaming agency and the name and address of any licensing or regulatory agency with which the applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(9) All criminal proceedings, except for minor traffic offenses, to which the applicant has been a party;

(10) A current photograph;

(11) a description of any existing and previous business relationships with Indian Tribes, including ownership interests in those businesses;

(12) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

(13) a complete history of the applicant's educational background, including the names of any colleges, universities, trade or vocational schools, and high schools attended;

(14) a description of the applicant's family including an explanation of the relationships described (e.g., parents, guardians, etc.);

(15) any financial statement from the applicant's accountant or other financial information specifically requested on the application form, for example, income sources, assets owned, insurance policies, mortgages, and other information relating to the filing of bankruptcy or other obligations;

(16) copies of the applicant's tax returns for the prior three (3) years;

(17) a description of the applicant's marital status including, if applicable, the existence of any previous marriages;

(18) a statement authorizing law enforcement agencies and prior employees to release information and respond to questions relating to the applicant's record, habits, reputation, and associations;

(19) all applicant's are required to submit to a drug screening test and, if employed, random screening tests thereafter; and

(20) Any other information required by the Tribes.

(c) In addition to the requirements of paragraph (b) of this section, prospective Primary Management Officials and Key Employees shall provide a set of fingerprints to be taken by the Klamath County Sheriff's Office for a criminal history check.

(d) Applicant Information and Background Investigation.

(1) The Tribal Gaming Regulatory Commission shall conduct, or cause to be conducted, a background investigation of each applicant for a position which is designated as a key employee or primary management official sufficient to make a qualification determination under this ordinance. The Tribes shall forward the applicant information to the State of Oregon, along with the State required portion of the application fee. The Oregon State Police shall conduct a background investigation on all prospective Primary management Officials and Key Employees, and provide a written report to the Tribal Gaming Regulatory Commission within a reasonable period of time, but in no event shall such background checks exceed 30 days without notice to and consent of the Tribes. In conducting the investigation, the Tribal Gaming Regulatory Commission shall keep confidential the identity of each person interviewed in the course of the investigation.

(2) The Tribes may request the State to perform a background investigation on any prospective Low Security Employee. Upon such request, the Oregon State Police shall conduct a background check as provided in subparagraph (1) of this paragraph.

(e) Denial of Gaming License.

(1) The Tribes shall deny a gaming license to any prospective Key Employee or Primary Management Official who has committed any of the following crimes under the law of any jurisdiction, or is the subject of a civil judgment in any jurisdiction that is based upon facts that constitute the elements of any of the following crimes:

(A) Aggravated murder; murder in the first degree;
(B) Assault (in the first or second degree);
(C) Kidnapping in the first degree;
(D) Rape in the first degree;
(E) Sodomy in the first or second degree;
(F) Unlawful sexual penetration in the first degree;
(G) Sexual abuse in the first or second degree;
(H) Any crime related to child pornography;
(H) Forgery in the first degree;
(I) Possession of a forgery device;
(J) Unlawful factoring of a credit card transaction;
(K) Falsifying business records;
(L) Sports bribery or receiving a sports bribe;
(M) Making a false financial statement;
(N) Obtaining execution of a document by deception;
(O) Theft by extortion;
(P) Arson in the first degree;

(Q) Computer crime;
(R) Robbery in the first or second degree;
(S) Bribery;
(T) Bribing a witness;
(U) Perjury;
(V) Any theft accomplished by manipulation of records; e.g., embezzlement;
(W) Promotion of unlawful gambling;
(X) Conviction of any crime if the original charge was promotion of unlawful gambling, and a lesser charge was plea-bargained; or
(Y) Tax evasion.

(2) The Tribes shall deny a gaming license to any prospective Key Employee or Primary Management Official who has associated in a business relationship, whether as a partner, joint venturer or employer, with any other person who has been convicted of one of the crimes listed in (e)(1) of this section. The Tribes shall deny a gaming license to any prospective Key Employee or Primary Management Official who was employed by any other person who has been convicted of one of the crimes listed in (e)(1) of this section, if the prospective employee or official was in any way involved in or aware of the criminal activity as it occurred.

(3) The Tribes shall deny a gaming license to any prospective Key Employee or Primary Management Official if:

(A) The applicant fails to disclose any material fact to the Tribes or the State or their authorized agents during a background or security investigation; or

(B) The applicant misstates or falsifies a material fact to the Tribes or the State during a background or security investigation.

(4) The Tribes may deny a gaming license to any prospective Key Employee or Primary Management Official for any reason the Tribes deem sufficient. Such decisions to grant or deny a gaming license shall be consistent with the principles set forth in subsection A of Section 6 of the Tribal/State Compact. In determining whether to deny a gaming license to any prospective Key Employee or Primary Management Official, the factors to be considered by the Tribes shall include, but need not be limited to, the following:

(A) The applicant has been convicted of any crime (other than a crime listed in subparagraph (1) of this paragraph in any jurisdiction; or

(B) The applicant has associated with persons or businesses of known criminal background, or persons of disreputable character, that may adversely affect the general credibility, honesty, integrity, security, fairness or reputation of the Tribes' gaming Operation; or

(C) There is any aspect of the applicant's past conduct that the Tribes determine would adversely affect the honesty, integrity, security or fairness of Tribes' Gaming Operation.

(5) The Tribes shall deny employment to any prospective Low Security Employee who does not meet the criteria established in (e)(1)(A) to (E) of this section. The Tribes may deny employment to any Low Security Employee applicant who does not meet the criteria established in (e)(1)(F) to (Y) of this section or in (e)(3) or (4) of this section. Decisions to grant or deny employment shall be consistent with the principles set for the in subsection A of Section 6 of the Tribal/State Compact.

(6) The Tribes may reject an application if the applicant has not provided all of the information requested in the application.

(f) Denial of employment or a license by the Tribes is final.

(g) Waiver of Disqualifying Criteria.

(1) If a prospective Primary Management Official, Key Employee or Low Security Employee is disqualified for licensing or employment under the provisions of paragraph (e) above, and the Tribes believe that there are mitigating circumstances that justify waiver of the disqualifying factor, the Tribes may give written notice to the State asking to meet and confer concerning waiver of the disqualification. The Tribes and the State shall meet within 15 days after written notice is given.

(2) In order to waive disqualification of licensing or employment of any prospective Primary Management Official, Key Employee or Low Security Employee, both the Tribes and the State must agree on the waiver.

(3) Waiver of disqualification of licensing or employment may be based on one or more of the following circumstances:

(A) Passage of time since conviction of a crime;

(B) The applicant's age at the time of conviction;

(C) The severity of the offense committed;

(D) The overall criminal record of the applicant;

(E) The applicant's present reputation and standing in the community;

(F) The nature of the position for which the application is made.

(h) Temporary Licensing Of Employees.

(1) The Tribes may issue a temporary license to Key Employees 30 days after submission of the application to the Oregon State Police. The temporary license shall expire and become void upon completion of the background check award or denial of a permanent license.

(2) The Tribes may employ Low Security Employees on probation ten (10) days after submission of the application to the Oregon State Police. Any Low Security Employee shall be subject to immediate termination during probation if the Tribes determine that the employee does not meet the criteria established in (e)(1)(A) to (E) of this section.

(i) Background Investigation During Employment. The Tribes may request the State to conduct additional background investigations of any gaming employee at any time during the term of employment. The State shall report to the Tribes any cause for dismissal of any employee under the criteria established in paragraph (e) above, and furnish the Tribes with copies of all relevant information. The Tribes shall review the State's report and supporting materials and if the Tribes concludes that good cause for dismissal is shown under the criteria established in paragraph (e) above, the subject employee may be dismissed. An employee shall be dismissed if the Tribes would have been required to deny employment to that employee under the provisions of paragraph (e) above.

(j) Duration Of License And Renewal. Any employee license shall be effective for not more than three (3) years from the date of issue except that a licensed employee who has applied for renewal may continue to be employed under the expired license until final action is taken on the renewal application in accordance with the provisions of paragraphs (b) to (e) above. Applicants for renewal shall provide a renewal fee and updated information to the Tribes but will not be required to resubmit historical data already provided.

(k) Revocation Of License. The Tribes may revoke the license of any employee pursuant to policies determined by the Tribes. The Tribes shall revoke the license of any employee upon determination that an event has occurred that would have prohibited the Tribes from hiring the employee under the criteria described in paragraph (e) above.

(l) The Tribes shall maintain a procedural manual for employee's that includes rules and regulations of conduct and disciplinary standards for breach of procedures.

45.15 Contracts With Manufactures and Suppliers.

(a) The Tribes shall contract with all managers, manufactures or suppliers of goods or services related to the play of Class III games authorized by the Tribal/State Compact before conducting any business related to Class III games.

(b) The Tribes shall submit any proposed Class III Gaming Contract to the State for review and comment and for a background investigation of the contract applicant.

(c) A background investigation may be conducted by the State on all Class III Gaming Contract applicants or contractors. The level of investigation will be determined by whether the individual procurement is classified as a Major Procurement, Minor Procurement or Sensitive Procurement. The level of investigation for a Major Procurement and Sensitive Procurement shall be more intense than that for a Minor Procurement.

(d) All class III Gaming Contract applicants, and any owner or key employee of an applicant, shall provide all personal and business information required by the State to conduct its background investigation.

(e) The Tribes shall not enter into any Class III Gaming Contract that does not grant the State or the Tribes access to the contractor's business and financial records.

(f) Criteria For Denial of Contract Application.

(1) The Tribes shall deny a Class III Gaming Contract application for a Major or Sensitive Procurement if the applicant, or any owner or key employee of the applicant has been convicted of a crime, or is the subject of a civil judgment based upon facts that constitute the elements of a crime described in 45.14(e)(1).

(2) The Tribes shall deny a Class III Gaming Contract application for a Major or Sensitive Procurement if the applicant, or any owner or key employee of the applicant, has associated in a business relationship, whether as a partner, joint venturer or employer, with any other person who has been convicted of one of the crimes listed in 45.14(e)(1). The Tribes shall deny a Class III Gaming Contract for a Major or Sensitive Procurement if the applicant, or any owner or key employee of the applicant, was employed by any other person who has been convicted of one of the crimes listed in 45.14(e)(1), if the applicant, owner or key employee was in any way involved in or aware of the criminal activity as it occurred.

(3) The Tribes shall deny a Class III Gaming Contract application for a Minor Procurement if the applicant, or any owner or key employee of the applicant, has been convicted of a crime described in 45.14(e)(1) (A) to (E), or is the subject of a civil judgment based upon facts that constitute the elements of a crime described in 45.14.

(4) The Tribes shall deny a Class III Gaming Contract application if:

(A) The applicant fails to disclose any material fact to the Tribes or the State or their authorized agents during a background or security investigation; or

(B) The applicant misstates or falsifies a material fact to the Tribes or the State during a background or security investigation.

(5) The Tribes may deny any Class III Contract application for any reason the Tribes deem sufficient. Such decisions to deny a Class III Gaming Contract application shall be consistent with the principles set forth in subsection A of Section 6 of the Tribal/State Compact. In determining whether to deny a Class III Gaming Contract application, the factors to be considered by the Tribes shall include, but need not be limited to the reasons described in 45.14(e)(4).

(6) The Tribes may deny any Class III Gaming Contract application if:

(A) A person who is unqualified or disqualified to be a Class III Gaming Contractor owns, is an agent of or has any other interest in the applicant, regardless of the qualifications of the person who seeks approval as a contractor; or

(B) The applicant demonstrates inadequate financing for the business proposed under the type of contract for which application is made. In determining whether financing is adequate, the Tribes shall consider whether financing is from a source that meets the qualifications of 45.14(e)(1), or paragraph (e) of this section and whether that financing is in an amount to ensure the likelihood of success in the performance of the contractor's duties and responsibilities; or

(C) The applicant or its employees fail to demonstrate business ability and experience to establish, operate and maintain the business for the type of contract for which the application is made.

(7) In evaluating whether to deny a contract related to Class III gaming based on subsection (5) or (6) of this subsection, the Tribes may consider the following factors:

(A) The nature and severity of the conduct that constituted the offense or crime;

(B) The time that has passed since satisfactory completion of the sentence, probation or payment of the fine imposed;

(C) The number of offenses or crimes; and

(D) Any extenuating circumstances that enhance or reduce the impact of the offense or crime on the security, integrity, honesty and fairness of the Tribal Gaming Operation.

(8) (A) No person applying for a Class III Gaming Contract shall own, manufacture, possess, operate, own an interest in or gain income or reimbursement in any manner from video gaming devices in any jurisdiction unless the devices are approved and certified by another state lottery, gambling or gaming control agency, Indian Tribe, National Indian Gaming Commission, or foreign country, that has jurisdiction to approve that activity, and such ownership, manufacture, possession, operation, or income is disclosed to the Tribes.

(B) No person applying for a Class III Gaming Contract shall own, operate, own an interest in or gain income or reimbursement in any manner from off-track pari-mutuel wagering in any jurisdiction unless that activity is approved and certified by another state racing regulatory body, gambling or gaming control agency, Indian Tribe, National Indian Gaming Commission, or foreign country, that has jurisdiction to approve that activity, and such ownership, operation, or income is disclosed to the Tribes.

(9) The Tribes may reject an application if the applicant has not provided all of the information requested in the application.

(g) Contractor Reporting Requirements.

(1) All contractors shall submit to the Tribes and the State any financial and operating data requested by the Tribes or the State.

(2) The Tribes and the State each may specify the frequency and a uniform format for the submission of such data.

(3) The Tribes, State or their agents reserve the right to examine contractor tax records and the detailed records from which the tax reports are complied.

45.16 Fees For Approval of Employment Licenses and Contracts.

(a) The State shall be reimbursed its cost for approval of employees and licenses, in accordance with the terms of this Ordinance and the Tribal/State Compact.

(b) The fees for State approval of licenses and contracts shall be set pursuant to a Memorandum of Understanding between the parties to be negotiated annually.

(c) Should actual costs incurred by the State exceed the fees agreed to by the parties in the annual Memorandum of Understanding, the State will assess those additional costs to the applicants during or after the investigation. The applicant is required to pay the investigation fee in full prior to issuance of the contract or license except that interim contracts or licenses shall be

issued for the period of time that a dispute is pending as contemplated at paragraph (d) of this section.

(d) Should the State and the Tribes fail to agree to fees in the Memorandum of Understanding, the dispute shall be resolved pursuant to Section 6 of the Tribal/State Compact.

45.17 Management Contracts.

(a) The primary Management Official shall provide the State at all times with a current copy of any management agreement with the Tribes that allows it to conduct Class III gaming on the Tribal trust land.

(b) The primary Management Official shall furnish to the Tribes and the State complete information pertaining to any transfer of controlling interest in the management company at least 30 days before such change; or, if the primary Management Official is not a party to the transaction effecting such change of ownership or interests, immediately upon acquiring knowledge of such change or any contemplated change.

(c) Each applicant for a gaming license who has or will have a contract with the Tribes to manage a Tribal gaming operation shall state whether or not he/she already has a management contract to operate any Indian or non-Indian gaming operation and, if so, a description of the location of each such operation.

(d) A management contractor's application shall include information required by 25 U.S.C. 2711 and 25 C.F.R. 537.1.

(e) When a key employee or a primary management official begins work at a gaming operation the Tribal Gaming Regulatory Commission shall forward a copy of the person's completed application for a gaming license to NIGC.

45.18 Investigative Reports

(a) The Tribal Gaming Regulatory Commission shall prepare and forward to the National Indian Gaming Commission an investigative report summarizing each background investigation of a key employee or primary management official that the Tribal Gaming Corporation intends to employ.

(b) The Tribal Gaming Regulatory Commission shall forward an investigative report to the Commission within sixty (60) days after a key employee or primary management official begins work or within sixty (60) days of the approval of this Ordinance by the NIGC.

(c) Each investigative report shall include the following:

(1) the steps taken in conducting the background investigation;

(2) the results obtained;

(3) the conclusions reached; and

(4) the basis for those conclusions.

(d) The Tribal Gaming Regulatory Commission shall submit to the NIGC, along with the investigative report, a summary of the Tribal Gaming Regulatory Commission's qualification determination made under this ordinance.

(e) If a gaming license is not issued to an applicant, the Tribal Gaming Regulatory Commission:

(1) shall notify the NIGC; and

(2) may forward copies of its qualification determination and investigative report (if any) to the Commission for inclusion in the Indian Gaming Individuals Records System.

(f) With respect to key employees and primary management officials, the Tribal Gaming Regulatory Commission shall retain applications for gaming licenses and reports (if any) of background investigations for inspection by the Chairman or his or her designee for no less than three (3) years from the date of termination of employment.

(g) A gaming operation shall not employ as a key employee or primary management official a person who does not have a gaming license ninety (90) days after a license application has been submitted.

45.19 Annual License Fee. Each application shall be accompanied by payment of the appropriate annual license fee, and an appropriate fee to cover the cost of the background investigation conducted pursuant to this ordinance.

4520 Management Organization. The management contractor shall file along with the application an organizational chart of its management organization and job descriptions of the employees of the gaming operation. The chart shall identify which employees are or will be the primary management officials and the key employees of the gaming operation.

45.21 Qualifications for Gaming Licenses. The Tribal Gaming Regulatory Commission may issue or renew a gaming license to an applicant who submits a proper and completed application and pays the appropriate annual license fee, provided that the Tribal Gaming Regulatory Commission determines that the applicant:

(a) is not a minor;

(b) is a person of good character, honesty, and integrity;

(c) has no prior activities, criminal record, reputation, habits, and associations which pose threat to the public interest or the interest of the Tribes or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct or gaming or the carrying on of the business and financial arrangements incidental to the conduct of gaming;

(d) has not supplied false and/or misleading information or who has not omitted material information required under this Ordinance, the Act, and 25 C.F.R. Chapter III;

(e) has not had, or is not in privity with anyone who has had, a gaming license revoked for cause in any jurisdiction since the effective date of the Act;

(f) has complied with this Ordinance or any resolution adopted by the Executive Committee;

(g) does not occupy a competing position in the employ of any other contractor within a two hundred and fifty (250) mile radius of any Tribal gaming operation; and

(h) does not violate any of the requirements set forth in 25 U.S.C. 2711(a) and (e).

45.22 Time limit for Gaming License. Subject to the requirement of payment of annual license fees, each gaming license shall be valid for three (3) fiscal years commencing July 1 and ending June 30 of a respective year, provided that, in the discretion of the Tribal Gaming Regulatory Commission, a gaming license may be granted for a term to run concurrently with the term of a management contract.

45.23 Transfer or Assignment of Gaming License. A gaming license may not be assigned or transferred and is valid only for use by the person in whose name it is issued and at the gaming establishment for which it is issued. A gaming license shall be conspicuously displayed at all times at the gaming establishment for which issued.

45.24 Issuance, Suspension or Revocation. The Tribal Gaming Regulatory Commission shall make the final decision as to whether a gaming license shall be issued, suspended or revoked. Tribal licenses are required for each place, facility, or location on Indian lands where Class II gaming occurs as required by 25 C.F.R. § 533.2 (b)(7).

45.25 Compact Authorization. If any provision in this Ordinance conflicts with the Tribal/State Compact, the Compact shall supersede this Ordinance.

45.26 Gaming License Fees. The annual fee for each gaming license issued pursuant to this Ordinance to the holder of a valid management contract shall be Ten Thousand ($10,000) Dollars; and for each primary management official and key employee it shall be One Hundred ($100) Dollars. The annual fee for all other employees shall be Fifty ($50) Dollars. The Tribal Gaming Regulatory Commission may waive the annual fee on a case-by-case basis.

(a) The Tribal Gaming Regulatory Commission may annually adjust, not exceeding ten percent (10%), the amount of the annual fee, provided that any increase shall take effect only on the ensuing July 1.

(b) The initial annual license fee shall be paid with the submission of the applicant's completed application.

(c) The annual license fee shall be prorated in the case of each initially issued gaming license. Licenses issued after December 31 each year shall be one half (1/2) the annual fee.

45.27 Employee Identification. All employees of the Tribal gaming facility shall be issued an employee identification card and will be subject to the personnel policies of the Tribal Gaming Facility.

45.28 Moneys Collected at Gaming Establishment. All moneys collected or received at a gaming establishment, except any individual winnings or prizes of Ten Thousand ($10,000) Dollars or less paid in cash immediately, shall be deposited by the licensee in bank accounts approved by the Tribal Gaming Corporation, which accounts shall contain only such moneys. Other cash prizes, the purchase prices of non-cash prizes, and all expenses for such gaming activities shall be withdrawn from such accounts approved by the Tribal Gaming Corporation by consecutively numbered checks duly signed by a specified officer or officers of the licensee and payable to a specific person or organization. There shall also be documentation for each check designating the nature of the expense or prize for which the check is drawn. No check shall be drawn to "cash" or a fictitious payee. Wire transfers shall be allowed with proper supporting documentation.

45.29 Granting A Gaming License.

(a) If, within a thirty (30) day period after the NIGC received an investigative report, the NIGC notifies the Gaming Corporation that it has no objection to the issuance of a gaming license pursuant to a license application filed by a key employee or a primary management official, the Tribal Gaming Regulatory Commission may issue a license to such applicant.

(b) The Gaming Corporation shall respond to a request for additional information from the Chairman concerning a key employee or a primary management official who is the subject of an investigative report. Such a request shall suspend the thirty (30) day period under Subsection (a) above until the NIGC Chairman receives the additional information.

(c) If, within the thirty (30) day period described in Subsection (a) above, the NIGC provides the Tribal Gaming Regulatory Commission with a statement itemizing objections to the issuance of a gaming license to a key employee or to a primary management official application, the Tribal Gaming Regulatory Commission shall reconsider the application, taking into account the objections itemized by the Commission. The Tribal Gaming Regulatory Commission shall make the final decision whether to issue a gaming license to such applicant.

45.30 Gaming License Suspension. If, after the issuance of a gaming license, the Tribal Gaming Regulatory Commission receives from the NIGC, reliable information indicating that a key employee or a primary management official is not eligible for employment under this Ordinance, the Tribal Gaming Regulatory Commission shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.

45.31 Maintenance of Gaming Facility. The Executive Committee, through ordinance, shall establish standards and procedures for inspection and enforcement by which a gaming facility licensed under this Ordinance shall be maintained in a manner which adequately protects the environment and the public health and safety.

45.32 Use of Net Revenues.

(a) Net revenues from gaming permitted under this Ordinance shall be used only for the following purposes on approval by the General Council:

(1) to fund Tribal government operations or programs;

(2) to provide for the general welfare of the Tribes and its members;

(3) to promote Tribal economic development;

(4) to donate to charitable organizations; or

(5) to help fund operations of local government agencies.

(b) If the Tribes elect to make per capita payments to tribal members from revenues derived from its gaming operations, it shall authorize such payments only upon approval of a revenue allocation plan submitted to and approved by the Secretary of the Interior under 25 U.S.C. §2710(b)(3) and in accordance with the requirements of 25 C.F.R. Part 290.

45.33 Records and Reports. A gaming operation shall keep permanent books of account or records, including inventory records of gaming supplies, sufficient to establish the amount of gross and net income, deductions and expenses, receipts and disbursements, and other

information required in any financial statement, report, or other accounting prepared pursuant to the Act or Chapter III in Title 25 C.F.R.

(a) No later than the fifteenth (15th) day of each month, each gaming operator shall provide, in a report form prescribed by the Gaming Corporation, a statement of gross revenues, assessable gross revenue and net revenues received or collected at each gaming establishment during the immediate preceding month.

(b) All papers, books and records including computer records of the gaming operation relating to licensed gaming activities shall be subject to inspection, examination, photocopying, and auditing by the Executive Committee and NIGC's authorized representatives at any time during reasonable hours. All such papers, books, and records shall be retained not less than six (6) years.

45.34 Annual Audit.

(a) The Gaming Corporation's policy shall be to conduct annually, an independent audit of the books and records of each gaming operation.

(b) Audit Standards. The Gaming Corporation shall engage an independent certified public accountant, licensed in Oregon, to provide an annual audit of the financial statements of each gaming operation on Tribal lands. Such financial statements shall be prepared in accordance with generally accepted accounting principles and the audit(s) shall be conducted in accordance with generally accepted auditing standards. Audit(s) of the gaming operation required under this Section may be conducted in conjunction with any other independent audit of the Tribes, provided that the requirements of Chapter III in Title 25 C.F.R. are met.

(c) Copies of Audit Reports. The Gaming Corporation shall submit to the Executive Committee and the NIGC a copy of the audit report(s) and management letter(s) setting forth the results of each annual audit within one hundred twenty (120) days after the end of each fiscal year of the gaming operation(s) resulting from the audit(s) conducted pursuant to Subsection (a) above.

(d) Relationship of Audited Financial Statements to Fee Assessment Reports. The Gaming Corporation shall reconcile their quarterly fee assessment reports, submitted under 25 C.F.R. Part 514, with audited financial statements and make available such reconciliation upon request by the NIGC's authorized representative.

(e) All gaming related contracts that result in purchases of supplies, services, or concessions for more than Twenty Five Thousand ($25,000) Dollars in any year (except contracts for professional legal or accounting services) shall be specifically included within the scope of the audit conducted pursuant to this Section.

45.35 Gross Gaming Revenues. The gross gaming revenues derived from gaming operations are Tribal funds and may be expended by a licensee as provided for by the Gaming Corporation in an approved management contract.

45.36 Management Contractors.

(a) No management contractor shall fail to account fully for all moneys received or collected in connection with gaming activities or to file any report required by management contract.

(b) A gaming operation shall not refuse to allow an authorized representative of the Commission or an authorized Tribal Gaming Regulatory Commission official to enter or inspect a gaming operation in violation of 25 C.F.R. 571.5 or 571.6 or of a Tribal Ordinance or resolution approved by the Chairman under parts 522 or 523 in Title 25 C.F.R.

45.37 Employment Age.

(a) Areas where no alcohol is served, any person under the age of eighteen (18) years of age is a minor and shall not be employed by a gaming operation or otherwise be permitted to participate in any gaming activities.

(b) Areas where alcohol is served, any person under the age of twenty one (21) years of age is considered a minor and shall not be employed by a gaming operation or otherwise be permitted to participate in any gaming activities.

45.38 Cheating. No person shall engage in cheating (as that term is defined in this Ordinance) in any gaming activity or engage in any fraudulent conduct affecting either the Tribes or a customer of a gaming operation.

45.39 Possession of Firearms. No person, other than an on duty gaming security officer of the Klamath Tribes, officer of the Klamath County Sheriff's Department, officer of the State of Oregon or Federal officer may come on to the property or enter or remain in a gaming establishment licensed under this Ordinance while in the possession of a firearm or other weapon.

45.40 Privity. Any person who is in privity with a person who violates this Ordinance shall be deemed to be in violation of this Ordinance to the same extent as the violator, and shall be treated accordingly.

45.41 Employee's Compliance. The management contractor is responsible for ensuring that all primary management officials and key employees assisting in the operation of any gaming activity on the management contractor's behalf comply with this Ordinance. A violation by any such officials or employees, unless otherwise provided in an approved management contract,

shall be deemed a violation by the management contractor and shall subject the contractor to civil enforcement action. It shall not be a defense that the management contractor was unaware of the violation.

45.42 No Person, Whether Playing In or Conducting Any Gaming Activity Authorized Under this Ordinance, Shall:

(a) use bogus or counterfeit cards, or substitute or use any game cards that have been tampered with;

(b) employ or have on one's person any cheating device to facilitate cheating in any gaming activity; or

(c) knowingly cause, aid, abet, or conspire with another person or cause any person to violate any provision of this Ordinance or any rule adopted under this Ordinance.

45.43 Environment and Public Health. A gaming operation's facility shall be constructed, maintained, and operated in a manner that does not threaten the environment or the public health and safety.

45.44 Service of Alcohol. No alcohol shall be served in the Gaming Facility unless authorized by the Tribes as permitted by federal law. Currently, the Klamath Tribes does not legally permit the sale of alcohol on its Indian lands. If the sale of alcohol is authorized by the Tribes at the Gaming Facility, the Tribes shall notify the State. The Tribes and the State shall enter into a Memorandum of Understanding that will establish which State laws and Oregon Liquor Control Commission licensing regulations shall be applied to the sale or service of alcoholic beverages at the Gaming Facility. Nothing in this subsection shall permit the State to impose taxes on the sale of alcoholic beverages by the Tribes. If alcohol is served in the Gaming Facility, no alcoholic beverages may be served free or at a reduced price to any patron of the Gaming Facility as an inducement to participate in any gaming.

45.45 Violations.

(a) No person shall operate or conduct any gaming activity in a gaming operation within the exterior boundaries of Tribal lands without a gaming license issued by the Tribal Gaming Regulatory Commission as required by this Ordinance.

(b) No person shall knowingly submit false or misleading information to the NIGC or the Tribal Gaming Regulatory Commission in response to any provision of the Act, Chapter III in Title 25 C.F.R., or a Tribal Ordinance or Resolution that the NIGC Chairman has approved under parts 522 or 523 in Title 25 C.F.R.

45.46 Notice of Violation. The Tribal Gaming Security Officers may issue a notice of violation to any person for violation of any provision of this Ordinance.

45.47 Failure to Correct Violation. If the management contractor fails to correct violations within the time permitted in a notice of violation issued by the NIGC Chairman or within fifteen (15) calendar days after the Tribal Gaming Regulatory Commission provides notice of a violation, such failure shall be deemed a further violation by the management contractor.

45.48 A Notice of Violation Shall Contain:

(a) a citation to the Ordinance provision that has been or is being violated;

(b) a description of the circumstances surrounding the violation, set forth in common and concise language;

(c) measures required to correct the violation;

(d) a statement that the violation must be corrected within five (5) calendar days from the date the notice was issued;

(e) a statement of the alleged violator's rights of appeal; and

(f) the amount of civil fines that the alleged violator must pay pursuant to Section 19, below.

45.49 Civil Fines. In determining a violation under Section XVIII of this ordinance, the Tribal Gaming Regulatory Commission may:

(a) impose a civil fine not to exceed Five Hundred ($500) Dollars for each violation and, if such violation is a continuing one, for each day, that the violation occurs; and/or

(b) impose a penalty of One Hundred ($100) Dollars per day for failure to submit to the Council any report required under this Ordinance when it is due, and One Thousand ($1,000) Dollars per day for failure to file any such report after three-day notice and demand.

45.50 How Assessments are Made. The Tribal Gaming Regulatory Commission shall review each notice of violation to determine whether a civil fine will be assessed, the amount of the fine, and, in the case of a continuing violation, whether such daily violation will be deemed a separate violation for purposes of the total civil fine assessed.

45.51 Procedures for Assessment of a Civil Fine.

(a) within five (5) calendar days after service of a notice of violation, the alleged violator

shall submit written information about the violation and any corrective measures undertaken to the Tribal Gaming Regulation Commission. The Tribal Gaming Regulatory Commission shall consider any information so submitted in determining the facts surrounding the violation and the amount of the civil fine;

(b) The Tribal Gaming Regulatory Commission shall serve a copy of the proposed assessment on the alleged violator within ten (10) calendar days after the notice of violation was issued, when practicable; and

(c) The Tribal Gaming Regulatory Commission may review and reassess any civil fine if necessary to consider facts that were not reasonably available on the date of issuance of the proposed assessment.

45.52 Final Assessment.

(a) If the alleged violator fails to request a hearing as provided in this Ordinance, the proposed civil fine assessment shall become a final order of the Tribal Gaming Regulatory Commission;

(b) civil fines assessed under this Section shall be paid by the person assessed and shall not be treated as an operating expense of the gaming operation; and

(c) The Tribal Gaming Regulatory Commission shall transfer civil fines paid under this Ordinance to the Treasurer of the Tribes for deposit into the Tribal Treasury.

45.53 Enforcement. The Tribal Gaming Regulatory Commission shall take any one or a combination of the following actions with respect to any person who violates any provision of this Ordinance:

(a) suspend or revoke any gaming license issued by Tribal Gaming Regulatory Commission; or

(b) bring an action in a court of competent jurisdiction for imposition of one or more of the following sanctions:

(1) seizure of any gaming apparatus, proceeds, or other property of a licensee connected with the gaming activities engaged in by the licensee;

(2) collection of any unpaid fees, interest, penalties, and of any civil fines unpaid after thirty (30) calendar days; or

(3) execution on any nonexempt property of a violator located within the exterior boundaries of Tribal lands.

45.54 Civil Actions. Civil actions may be brought by the Tribal Gaming Regulatory Commission pursuant to this Ordinance in any court of competent jurisdiction to enforce the imposition of any and all sanctions provided for under this ordinance.

45.55 Notice to Violator. Before taking any action authorized in this Ordinance, the Tribal Gaming Regulatory Commission shall use its best efforts to notify the alleged violator, in person or by letter delivered to his/her last known address, of the charges against him/her, and allow the alleged violator an opportunity for a prompt hearing. If the alleged violator fails to respond, or cannot be found, the Tribal Gaming Regulatory Commission may proceed with a hearing notwithstanding, and take such action as it deems appropriate. Said notice of the alleged violation shall be served at least three (3) business days prior to the hearing.

45.56 Jurisdiction of Tribal Gaming Regulatory Commission. Every person who applies for a gaming license and accepts such license thereby acknowledges the civil enforcement jurisdiction and authority of the Tribal Gaming Regulatory Commission under this Ordinance to order an execution of his/her nonexempt property, the suspension or termination of his/her further conduct of gaming activities and the seizure of his/her gaming equipment or proceeds or other property, upon a proper finding of the Tribal Gaming Regulatory Commission or the court that the person has violated a provision of this Ordinance, despite lack of actual notice, provided that the Tribal Gaming Regulatory Commission has used its best efforts to notify the person, in person or by letter delivered to his/her last known address.

45.57 Hearings Process. This Section provides procedures for before the Tribal Gaming Regulatory Commission regarding:

(a) a violation alleged in a notice of violation and civil fines assessed by the Tribal Gaming Regulatory Commission in this ordinance.

(b) The Tribal Gaming Regulatory Commission shall hold a hearing on the proposed revocation of a gaming license held by a primary management official or key employee after it has suspended such license pursuant to 25 C.F.R. 558.5. The licensee shall be notified by the Commission of the time and place for hearing. After the hearing, the Commission shall decide to revoke or reinstate the gaming license. The Tribal Gaming Regulatory Commission shall notify the NIGC of the decision.

(c) Any licensee paying a civil fine or penalty for any violation enumerated in this Ordinance because of excusable neglect may petition the Commission for a partial or full waiver of suit, fine or penalty. The petition shall be filed within thirty (30) business days after the payment was made.

45.58 Service.

(a) The Chairman of the Klamath Tribes Gaming Regulatory Commission, P.O. Box 398, Chiloquin, OR. 97624, is designated as the agent of the Klamath Tribes for service of any official determination, order, or notice of violation.

(b) A management contractor or a Tribal operator shall designate by written notification to the Commission an agent for service of any official determination, order, or notice of violation.

45.59 Notice of Improper Conduct. Notice of warning regarding the improper conduct set out in this Ordinance or other gaming rules established and enforced by the gaming operation shall be posted at the entrance of each gaming establishment and/or given to the customer upon entering the premises.

45.60 Improper Conduct. The following improper conduct shall result in ejection of a customer from any gaming establishment:

(a) cheating;

(b) possession of weapons in the gaming establishment;

(c) possession of alcohol that has been brought by a customer into the gaming establishment;

(d) possession of a controlled substance in the gaming establishment;

(e) disorderly conduct, including the willful, or wanton disregard for rights of others; and

(f) any other act which is disruptive to the gaming operation.

45.61 Proof of Age. Failure by a customer to provide proof of age when requested by gaming operation personnel shall result in ejection of the customer from the premises but the admission fee shall be refunded.

45.62 Customer Ejection. Ejection of a customer shall be accomplished by the Klamath Tribal Gaming Security Force, upon request of the gaming operation.

45.63 Dispute Resolution Between Management Contractor or Tribes and Customers.

(a) Either the employee manager or management contractor of the gaming operation or an alternate designated by either shall be present at all times to resolve complaints by customers involving the operation of bingo and other Class II games at the establishment.

(b) If the employee manager or management contractor or their alternates are unable to resolve any dispute, as provided in (a) the matter may, upon request of the customer, be referred to the Klamath Tribal Gaming Corporation, office of personnel for resolution. Action by the Tribal Gaming Corporation may be initiated by making a written request to the Secretary of the Klamath Tribal Gaming Corporation.

(c) Any person aggrieved by a decision made or action taken by the Tribal Gaming Corporation may petition the Tribal Gaming Regulatory Commission for a hearing and reconsideration. The petition shall be filed within thirty (30) business days after the petitioner knew or should have known of the Gaming Corporations decision or action. The Commission shall have the right to accept or decline a petition for a hearing. If a hearing is granted, the Commission shall reconsider the decision or action of the Gaming Corporation and affirm, modify, reverse and/or vacate the Gaming Corporation's order in light of what is presented at a hearing. The Commission's decision shall be final.

45.64 Applicable Law. All controversies involving contracts relating to gaming entered into under the authority of the Tribal Gaming Regulatory Commission on Tribal lands shall be resolved, as appropriate, in accordance with:

(a) the Indian Gaming Regulatory Act;

(b) National Indian Gaming Commission Regulations;

(c) the laws of the Tribes; and

(d) if no Tribal laws exist, the laws of the State of Oregon and the United States, which are incorporated herein by reference.

45.65 Inconsistent Provisions. To the extent that the provisions of any Tribal-State compact entered into by the Klamath Tribes and the State of Oregon are inconsistent with any provisions of this Ordinance, the provisions of the compact shall govern class III gaming on Klamath Tribal lands.

45.66 Savings Provisions. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provisions or application, and, to this end, the provisions of this Ordinance are severable.

45.67 Amendments. Amendments to this ordinance shall be in compliance with the National Indian Gaming Regulatory Act and will be approved by the Executive Committee.

45.68 Effective Date/Repeal. This Ordinance shall be effective immediately upon approval by appropriate governmental authority and, once approved, all previous gaming Ordinances shall be repealed.

Certification

We, the undersigned, Tribal Council Chairman and Secretary of the Klamath Tribes, do hereby certify that at a Tribal Council meeting held on the 23rd day of March, 2006 with a quorum present, the Tribal Council took action and duly adopted this Ordinance, as amended, by a vote of 7 for, 0 opposed, and 1 abstentions by Tribal Council Resolution 2006-06.

Allen Foreman
Chairman
The Klamath Tribes

Torina Case
Secretary
The Klamath Tribes

LEGISLATIVE HISTORY

1. Title 7, Chapter 45 originally adopted and approved on May 14, 1994.
2. Adopted as amended on May 10, 1995.
3. Adopted with amendment to Section 45.32 on March 23, 2006, Tribal Council Resolution No. 2006-06.