

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

WHEREAS, the Tribal Council on February 6, 2003, adopted Resolution No. 02-2003-28 directing the posting of the proposed revisions to the Tribe's Gaming Code; and

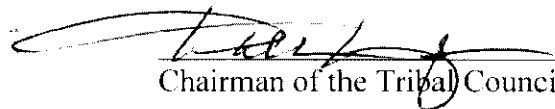
WHEREAS, the Tribal Council has now heard comments from the Tribal Gaming Commission recommending one additional revision to the Gaming Code; and

WHEREAS, the Tribal Council concurs with the recommendation and directs that the proposed amendments with the additional recommendation made by the Tribal Gaming Commission be posted for public comments as required by the Constitution.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs the Tribal Council Secretary to post the proposed amendments to the Tribal Gaming Code, attached hereto as Ordinance 220 incorporating the final comments from the Tribal Gaming Commission and that the previous proposed amendments authorized by Council Resolution 02-2003-28 be withdrawn.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the revised proposed amendments to the Tribal Gaming Code shall be posted in each district for a minimum of 10 days as required by the Constitution.

The foregoing resolution was on February 24, 2003 duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (q), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

Amendment to Part II, Chapter I, to revise definition of "compact."

* * * * *

PART II

CHAPTER I

Definitions

1.000 Definitions. Unless a different meaning is clearly indicated, the terms used in this ordinance shall have the same meaning as defined in the "Indian Gaming Regulatory Act," Public Law 100-497, 25 U.S.C. §§ 2701 et seq. (the "Act") and in the White Mountain Apache Tribe - State of Arizona Gaming Compact (the "Compact").

1.010 "Act" means the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§1166-1168.

1.020 "Applicant" means any person who has applied for a license or certification under the provisions of the Compact, or employment with a Gaming Facility Operator, or approval of any act or transaction for which approval is required or permitted under the provisions of the Compact.

1.030 "Application" means a request for the issuance of a license or certification or for employment by a Gaming Facility operator, or for approval of any act or transaction for which approval is required or permitted under the provisions of the Compact.

1.040 "Class I Gaming" means all forms of gaming defined as Class I in Section 4 (6) of the Act, 25 U.S. C. §2703 (6).

1.050 "Class II Gaming" means all forms of gaming defined as Class II in Section 4 (7) of the Act, 25 U.S. C. §2703 (7).

1.060 "Class III Gaming" means all forms of gaming as defined in Section 4 (8) of the Act, 25 U.S. C. § 2703 (8).

1.070 "Commissioner" means a member of the Commission of the Tribal Gaming Office.

1.080 "Compact" ~~means that written document executed June 24, 1993 by the White Mountain Apache Tribe and the State of Arizona governing the conduct of Class III gaming activities on Tribal lands.~~ means the White Mountain Apache Tribe - State of Arizona Gaming Compact.

1.090 "Credit instrument" means a writing which evidences a gaming debt owed to the Tribal Gaming operation, and includes any writing taken in consolidation, redemption or payment

of a prior credit instrument.

Amendment to Part II, Chapter 5 to add new sections 5.100, 5.110, and 5.111.

* * * * *

5.090 Slot machines and gaming devices

1. The Gaming Facility operator shall only expose slot machines and gaming devices for play by the public at the Gaming Facility that:
 - a. Have been approved under the provisions of the Compact or have otherwise been authorized by the Tribal Gaming Office and the State Gaming Agency; and
 - b. Have been leased, purchased or otherwise obtained from licensed manufacturers and distributors as required by the Compact..
2. The Tribal Gaming Office shall require each licensed manufacturer and distributor to verify under oath, on forms provided by the Tribal Gaming Office, that the slot machines or gaming devices manufactured or distributed by them for use or play at the Gaming Facility meet the requirements of this section.
3. The Tribal Gaming Office or the State Gaming Agency may require the testing of any slot machine or gaming device to ensure compliance with the requirements of this Section. Any such testing shall be conducted by persons selected by the agency requiring the testing and shall be at the expense of the licensed manufacturer unless otherwise agreed.

5.100 Limitations on Financial Services within Gaming Facilities

1. No automatic teller machine within a Gaming Facility shall be placed in a location which is adjacent to, or in close proximity to any Gaming device.
2. No automatic teller machine within a Gaming Facility shall accept electronic benefit transfer cards issue pursuant to a state or federal program intended to provide for needy families or individuals.
3. The Gaming Facility Operator shall not accept checks or other non-cash items issued pursuant to a state or federal program that is intended to provide for needy families or individuals.
4. The Gaming Facility Operator shall not extend credit to any patron of a Gaming Facility for Gaming Activities.

5.110 Public Safety and Welfare

1. The Gaming Facility Operator shall implement and maintain written procedures which address the following:

a. Emergency Medical and Fire Suppression. A written plan which identifies all steps reasonably appropriate to ensure the on-going availability of sufficient emergency services to the Gaming Facility, including the availability of qualified emergency medical and fire suppression personnel and adequate emergency medical transportation and fire suppression equipment.

b. Law Enforcement. A written plan which identifies measures to address criminal and undesirable activity at the Gaming Facility. The plan shall provide that sufficient law enforcement resources are available twenty-four hours a day, and in consultation with the Tribal Police Department, identify Tribal law enforcement officers assigned to gaming related matters as they arise. Such officers shall possess the professional certification necessary to participate fully in inter-agency investigations, as may be approved by the Tribe, including cooperative investigations with state gaming agents and Arizona POST (or its equivalent) certified officers.

c. Security. A written plan which identifies procedures to provide for the physical safety of Gaming Facility employees and patrons, as well as protection for the property and assets of the Gaming Facility, and property of patrons and employees.

2. The possession of firearms or any dangerous weapon, as defined under Tribal law, within any Gaming Facility is strictly prohibited. This prohibition does not apply to the authorized possession of firearms by certified law enforcement officers authorized to be on the premises or by armored car services or private security service personnel contracted to provide security at a Gaming Facility.

5.111 Age Limitation for Gaming Patrons

No person under 21 years of age shall be permitted to place any wager or otherwise engage in any Gaming Activity in any Gaming Facility.

CHAPTER 6

HEARINGS

6.010 Licensing hearings.

1. The Tribal Gaming Office may hold hearings to consider any application for a license or a finding of suitability. Written notice of such hearing shall be mailed to the applicant, certified mail, return receipt requested, at least 30 days before the hearing date.

2. At the hearing, the applicant shall be allowed to present any relevant information pertaining to the application, including, but not limited to, the live testimony of witnesses. Any written documentation that the applicant intends to present at the hearing shall be provided to the Tribal Gaming Office at least seven days prior to the hearing or it may be excluded from consideration. Representatives of the State Gaming Agency shall be allowed to be present at any such hearing and shall be allowed to present any information relevant to the application.

3. Upon the conclusion of the hearing, the Tribal Gaming Office shall issue a decision upon the application. A majority vote of the Tribal Gaming Office is required to approve any application recommended for approval by the State Gaming Agency. A majority vote of the Tribal Gaming Office is required to approve any application recommended for denial by the State Gaming Agency.

6.020 Patron dispute hearings.

1. Refusal to Pay Winnings. Whenever the Gaming Facility operator refuses payment of alleged winnings to a patron, and the Gaming Facility Operator and the patron are unable to resolve the dispute to the satisfaction of the patron and the dispute involves:

- a. At least ~~five hundred~~ Five Hundred Dollars (\$500.00), the Gaming Facility Operator shall immediately notify the Tribal Gaming Office. The Tribal Gaming Office shall conduct whatever investigation it deems necessary and shall determine whether payment should be made; or
- b. Less than ~~five hundred dollars~~ Five Hundred Dollars (\$500.00), the Gaming Facility Operator shall inform the patron of his or her right to request that the Tribal Gaming Office conduct an investigation. Upon request of the patron, the Tribal Gaming Office shall conduct whatever investigation it deems necessary and shall determine whether payment should be made.
- c. Limitation of Liability. The liability of the Gaming Facility Operator in any proceeding under this Chapter shall be limited to the amount of the alleged winnings and a patron shall not be entitled to an award of special or punitive

damages, or damages for mental distress.

2. Notice to Patrons. The Tribal Gaming Office shall mail written notice by certified mail, return receipt requested, to the Gaming Facility operator and the patron of the decision resolving the dispute within thirty (30) days after the date that the Tribal Gaming Office first receives notification from the Gaming Facility Operator or a request to conduct an investigation from the patron.

3. Effective Date of Decision. The decision of the Tribal Gaming Office is effective on the date it is received by the aggrieved party as reflected on the return receipt.

4. Review of Decision. Within thirty (30) days after the date of receipt of the written decision, the aggrieved party may file a petition with the Tribal Gaming Office requesting a review of the decision before the Tribal Gaming Office Commissioners. Not later than 60 days after the petition has been filed, the Commissioners shall either ~~The Tribal Gaming Office may set hold a hearing on the matter and issue a written decision, or in lieu of a hearing, or may make issue~~ a decision based solely upon the prior decision and other documentation provided to it by the patron and the Gaming Facility Operator. The Tribal Gaming Office shall then ~~issue a mail the~~ Commissioner's written decision and mail it to the parties pursuant to the procedures set forth in Compact Section 14 (b). Except as provided below, the decision of the Tribal Gaming Office Commissioners shall be final and binding upon the patron and the Gaming Facility operator and shall not be subject to judicial review, dispute resolution or other legal action.

5. Tribal Court Review. For disputes involving at least Five Hundred Dollars (\$500.00), either party may, within sixty (60) days of receipt of the Tribal Gaming Office Commissioner's written decision, file an action in Tribal Court to review the Tribal Gaming Office Commissioner's decision. The Tribal Court's review shall be based solely upon the administrative record developed in the Tribal Gaming Office Commissioner's hearing, and subject to the limitation of liability set forth in this Chapter. The Tribal Court's decision shall be final in accordance with Tribal law.

Amendment to Part II, Chapter 11 to broaden power to detain individuals.

* * * * *

11.090 Detention and questioning of person suspected of violating chapter; limitations on liability; posting of notice.

1. The Authorities may question any person in the Gaming Facility suspected of violating any of the provisions of the Compact or this Chapter. None of the Authorities is criminally or civilly liable:

a. On account of any such questioning; or

b. For reporting to the Tribal Gaming Office, the State Gaming Agency, Tribal, federal or state regulatory authorities, of law enforcement authorities the identity of the person suspected of the violation.

2. Any of the Authorities who has probable cause for believing that there has been a violation of this Chapter ~~in the Gaming Facility~~ or commission of any illegal act by any person may take that person into custody and detain him in the Gaming Facility in a reasonable manner and for a reasonable length of time for the purpose of questioning or holding the person for appropriate law enforcement personnel. Such a taking into custody and detention does not render the Authorities criminally or civilly liable unless it is established by clear and convincing evidence that the taking into custody and detention are unreasonable under all the circumstances.

3. There must be displayed in a conspicuous place in the Gaming Facility a notice in boldface type clearly legible and in substantially this form:

Agents of the Tribal Gaming Office, Tribal Police, Federal law enforcement agents, or the State Gaming Agency, or any of the Authorities who has probable cause for believing that any person has violated any provision of this Chapter prohibiting cheating in gaming may detain that person in the Gaming Facility.

4. State authorities right to detain and question under this Chapter within the reservation is restricted to the Gaming Facility boundaries unless cross-deputized as tribal police and in the supervisory presence of a Tribal police officer. Nothing in this Chapter shall be construed to grant to the state of Arizona criminal prosecutorial jurisdiction over Tribal members or non-member Indians for acts committed on the Reservation or Tribal Lands.

11.100 Disposition of evidence seized by agent of the Tribal Gaming Office or the State Gaming Agency.

1. After the final adjudication of a complaint involving a violation of the Compact or this Chapter, or of any other complaint involving the seizure of evidence by an agent of the Tribal Gaming Office or the State Gaming Agency, a court of competent jurisdiction may enter an appropriate order disposing of all physical evidence pertaining to the complaint, whether or not the

Amendment to Judicial Code to update reference to new compact.

* * * * *

SECTION 3.12 LIMITATIONS ON FORUM, DAMAGES AND CLAIMS FOR RELIEF

[HISTORICAL NOTE: Section 3.12 was amended by Ordinance No. 209, enacted August 8, 1997]

The Tribe may be sued only in the White Mountain Apache Tribal Court and only with respect to claimed damages which are within the express coverage, and not excluded from coverage, by either commercial liability insurance contracts carried by the Tribe or an established Tribal self-insurance program, approved and adopted pursuant to the laws of the White Mountain Apache Tribe. All claims are further subject to the following provisions and limitations.

A. Except as required by Section 13(d) of the ~~Tribal/State Gaming Compact of 1993~~ White Mountain Apache Tribe - State of Arizona Gaming Compact, no judgment, order or award pertaining to any permitted claim under this Chapter shall be for more than the lesser of:

1. The sum of \$250,000 for each individual claimant, but not exceeding the sum of \$500,000 for each accident or occurrence, or \$200,000 for wrongful death; or

2. The limits of valid and collectable liability insurance policies carried by the Tribe covering such claim or occurrence including such deductible amounts to the extent appropriated by the Tribal Council, nor for more than the amount of coverage provided for each such claim or occurrence under established claim reserves as appropriated by the Tribal Council or otherwise established pursuant to any self-insured claims program of the Tribal Government, approved and adopted pursuant to the laws of the Tribe.

B. Any such judgment, order or award may only be satisfied pursuant to the express provisions of the policy(ies) of liability insurance or established self-insurance program of the Tribe which is in effect at the time of the claim or occurrence.