



COWLITZ INDIAN TRIBE
COWLITZ TRIBAL GAMING COMMISSION

RESOLUTION No. 2023-01

TO AMEND COMMISSION LICENSING REGULATIONS

WHEREAS, the Cowlitz Tribal Gaming Commission (hereafter referred to as the Commission) is the regulating body for Gaming on the Cowlitz Indian Reservation acting under the authority of the Tribe pursuant to the Cowlitz Gaming Ordinance 21-01 as amended through April 10, 2021; and

WHEREAS, the Commission serves as the licensing authority for the Gaming Operation; and

WHEREAS, at a duly called meeting of the Cowlitz Tribal Gaming Commission on January 30, 2023, the Commission adopted a resolution revising the Licensing Regulations CTGC-REG-2018-01 previously adopted on November 21, 2018, to include new and revised licensing requirements;

NOW THEREFORE BE IT RESOLVED, the Commission, adopts the Licensing Regulations CTGC-REG-2023-01.

CERTIFICATION

As an Officer of the Cowlitz Tribal Gaming Commission, I hereby certify the above resolution was duly adopted at a regular meeting of the Commission on January 30, 2023, by a vote of Four (4) for, and zero (0) against, and zero (0) abstentions.



Gregg Ford
Commission Chair



Kristen Hitchcock
Commission Vice-Chair



LICENSING REGULATIONS

CTGC-REG-2023-01

Revised January 30, 2023

Adopted by Commission Resolution 2023-01

1. Background and Purpose

The Cowlitz Tribal Gaming Commission (“Commission”), as part of its regulatory responsibility with respect to the Cowlitz Indian Tribe’s (“Tribe”) gaming activities, is authorized, under the provisions of the Cowlitz Gaming Ordinance, as amended, to regulate all gaming activities occurring within the Tribe’s Class II and Class III gaming facilities. In addition, to maintain compliance with the requirements of the Tribal – State Compact, NIGC regulations, and provisions of IGRA, all Class II and Class III gaming activities on the Cowlitz Reservation shall be licensed and regulated by the Commission.

Licensing constitutes a critical part of gaming regulation and encompasses various Gaming and Non-Gaming Vendors, Financiers, Management Companies, employees and other labor, and Gaming Facilities. The Commission authorizes the Tribal Gaming Agency (Agency) to administer licensing functions per this regulation.

The Agency’s licensing program is an investigative licensing process in which all applicants are assessed and evaluated against the eligibility standards adopted by the Agency, in conformity with Federal and State gaming license requirements. All applicants that meet the qualifications for licensing will be licensed by the Agency for an initial period and are subject to renewal periodically.

2. Definitions

- a. **Class I Gaming:** Social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as part of, or in connection with, tribal ceremonies or celebrations.
- b. **Class II Gaming:** Bingo or Lotto (whether electronic, computer, or other technologic aids are used); if played in the same location as Bingo or Lotto, Pull-Tabs, Punch Boards, Tip Jars, Instant Bingo, and other games similar to Bingo. Poker, when conducted by the same standards as Washington State card rooms.
- c. **Class III Gaming:** Means all forms of gaming that are not Class I or Class II Gaming, including table games such as Baccarat, Blackjack (21), Poker (to the extent not played as a Class II game), Roulette, and Craps; Keno; Tribal Lottery Systems; sports betting and pari-mutuel wagering including but not limited to wagering on horse racing, dog racing or Jai alai; and lotteries.
- d. **Commission:** The Cowlitz Tribal Gaming Commission established by the Tribal Council, comprised of no more than five (5) members appointed by the Tribal Council. Where appropriate, the term "Commission" also refers to the collective employees of the Commission.
- e. **Compact:** The Tribal-State Compact for Class III Gaming between the Cowlitz Indian Tribe and the State of Washington, as amended.
- f. **Federally Regulated Lending Institutions:** Financiers regulated by the Securities and Exchange Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the United States Federal Reserve System, the National Credit Union Administration, and/or the Washington State Department of Financial Institutions.
- g. **Financier:** Means any party extending financing, directly or indirectly, to the Gaming Facility or Gaming Operation.
- h. **Gaming Activities:** shall mean any Class II, or Class III Gaming conducted by or under the jurisdiction of the Tribe, and all activities directly related.
- i. **Gaming Employees:** All employees of a Gaming Facility who manage, operate, maintain, set-up or have access to components of Class II or Class III Games, or the cash or cash equivalents associated with Class II or Class III games. Gaming Employees include but are not limited to:
 - a. Key Employees
 - b. Primary Management Officials
 - c. Class III Gaming Employee
 - d. Dealers, Cashiers, Service Technicians, Bankers and Security Personnel

The Commission or Agency may, at its own discretion, include other positions within the definition of "Gaming Employee."
- j. **Gaming Facility:** A building located within the tribal reservation or in the control of the Tribe that conducts Class II or Class III Gaming Activity.

- k. **Gaming Operation:** Means the enterprise or enterprises operated by the Tribe on tribal lands for the conduct of any form of Class II or Class III Gaming.
- l. **Gaming Vendor:** Means a manufacturer or supplier of any goods or services directly in connection with Gaming Activities, and involving restricted areas, systems, or access. Goods or services include, but are not limited to, equipment, devices, maintenance, administration, management, or security services for the Gaming Facility. The Agency determines whether a provider is considered a Gaming Vendor, based on the Gaming Operation’s proposed procurement of goods and services.
- m. **IGRA:** Indian Gaming Regulatory Act
- n. **Key Employees:** Class II or Class III Gaming Employees, including but not limited to those performing one or more of the following functions, are considered Key Employees:
- Bingo Caller
 - Chief of Security
 - Floor Manager
 - Dealer
 - Approver of Credit
 - Personnel responsible for maintenance or repair of gaming devices, including those with access to cash and accounting records pertaining to gaming devices
 - Those with access to confidential personnel records
 - Those with access to gaming systems and/or components
 - Those not otherwise included, whose total compensation exceeds \$50,000 per year
 - Those not otherwise included, who are among the four (4) most highly compensated in the Gaming Operation
 - Counting Room Supervisor
 - Custodian of gaming supplies or cash
 - Pit Boss
 - Croupier
 - Custodian of gaming devices
- The Commission or Agency may, at its own discretion, include other positions within the definition of “Key Employee.”
- o. **Management Company:** Persons or entities with which the Tribe enters into an agreement for development, management, or operation of any Class II or Class III Gaming Operation.
- p. **NIGC:** The National Indian Gaming Commission.
- q. **Non-Gaming Employees:** All employees of the Gaming Operation not defined under “Gaming Employee”. An employee of the Gaming Operation is anyone on its payroll.
- r. **Non-Gaming Vendor:** Means any Vendor not identified as a Gaming Vendor by the Agency.
- s. **Ordinance:** The Cowlitz Tribal Gaming Ordinance.
- t. **Primary Management Officials (PMO):** Persons associated with a Class II or a Class III gaming enterprise who are considered Primary Management Officials Include:

- Persons with management responsibility for a management contract
- Persons authorized to hire and fire employees
- Persons authorized to set up working policy for the Gaming Operation
- The Chief Financial Officer, or others with financial management responsibility

The Commission or Agency may, at its own discretion, include other positions within the definition of “Primary Management Official.”

- u. **Reservation:** The Cowlitz Indian Reservation.
- v. **Tribe:** The Cowlitz Indian Tribe.
- w. **Tribal Gaming Agency (Agency):** This is the administration offices that create, enforce, and monitor gaming rules and regulations on the reservation. They are directed by the Commission.
- x. **Vendor:** Means any service supplier, distributor, manufacturer, company, or business that sells, leases, rents, or offers a product or service, including non-gaming vendors engaged in business with the Gaming Operation.
- y. **Vendor Employee (Vendor Employee):** All employees of a Vendor that provides services to the facility.
- z. **WSGC:** The Washington State Gambling Commission.

3. Licensing Program

All Gaming Operation employees must be licensed by the Agency. Prospective employees must be licensed prior to beginning employment.

All Vendors, Financiers, and persons employed by those companies must be licensed (temporary, provisional, conditional, or regular license) prior to beginning employment or conducting business with the Gaming Operation unless otherwise exempted.

The Agency may grant to any license applicant a temporary, provisional, or conditional license in lieu of a regular license pending completion of the background investigation and application review, or to address specific areas of concern. The expiration date and conditions established shall be stated on a temporary, provisional, or conditional license or in associated materials provided.

The Agency is authorized to issue a license to any persons and/or entities holding a valid certification or license from the NIGC or the Washington WSGC upon determination of suitability.

4. License Types

a. **Vendor License** – The Agency is authorized to issue a Vendor license to an organization that will allow them to conduct business with Gaming Operation.

i. **Management Company / Financiers**

- a. The Federal government, Federally Regulated Lending Institutions, and Tribal governments that extend financing to the Gaming Operation are exempt from the licensing requirements.
- b. No management contract shall be granted to a management company if any elected official of the Tribe or a member of the Commission serves on the board of directors or holds (directly or indirectly) ten percent (10%) or more of the issued and outstanding stock of the corporation, or ten percent (10%) or more of the beneficial interest in any partnership, trust, or other entity, in any such corporation, partnership, trust or other entity that has a financial interest in or management responsibility for such contract. No license shall be granted if an elected official of the Tribe, member of the Commission, or a member of any other committee or agency of the Tribe holds a financial interest in or management responsibility for any other agreement between the management company and the Tribe.
- c. No management company or non-exempt financier shall be granted a license should the Agency determine that such company, or its agents, have unduly interfered with or influenced to their advantage any decision, or process of Tribal government relating to the Gaming Operation, or has deliberately or substantially failed to abide by the terms of the management contract, or the Cowlitz Gaming Ordinance or regulations promulgated therein.
- d. The Agency, at its discretion, may require any employee, officer, or director of a management company or non-exempt financier to be licensed individually should the interest of the Tribe be served by such licensing. At the Agency's request, the management company or non-exempt financier shall require such persons to apply to the for a license in accordance with the laws and regulations in effect at that time.

ii. **Suppliers, Distributors and Manufacturers**

- a. Gaming Vendors may not provide goods or services to the Gaming Operation unless licensed in accordance with these regulations.
- b. Third-party retail vendors who lease space in the Gaming Facility must be registered or licensed with the Agency.
- c. Suppliers of temporary help to third-party retail vendors must be registered or licensed with the Agency.
- d. Suppliers of temporary Gaming Operation labor must be licensed by the Agency.

- e. Suppliers of outsourced Gaming Operation labor must be licensed by the Agency.
- f. Non-gaming Vendors may not provide goods or services to the Gaming Operation unless licensed in accordance with these regulations, or an exemption has been granted by the Agency.
- g. In order to qualify for a license exemption, the non-gaming Vendor must first complete an Agency form requesting the exemption.
- h. Upon evaluation, a non-gaming Vendor license exemption may be granted by the Agency when the provider of goods or services is within one of the categories listed below. Vendor licensing exemptions are not guaranteed, and the Agency may, at its discretion, require Vendor licensing.
 - i. Food and / or beverage supplier
 - ii. A source of non-gaming supplies
 - iii. An entertainment provider or performer
 - iv. Pre-operational development
 - v. A person or entity supplying legal, accounting, or outside auditing services
 - vi. A person or entity whose estimated spend is not expected to exceed \$50,000 in gross sales per year
 - vii. A government entity
 - viii. A business regulated by another government entity
 - ix. Engaged in pre-operational development
 - x. A public utility
 - xi. Engaged for a casino sponsored event
 - xii. Engaged for non-gaming employee training or development
 - xiii. A provider of freight transportation or delivery services
 - xiv. An educational institution
 - xv. A media outlet
 - xvi. A provider of business travel
 - xvii. A provider of medical or emergency services
 - xviii. A provider of limited temporary services
 - xix. A federally regulated financial institution
 - xx. A qualified publicly traded company

iii. **Gaming Facilities**

- a. The Agency is authorized to issue a facility license to the Gaming Operation upon determination of proper Internal Controls, Operating Procedures, Security and Safety Measures and Inspection of Gaming Equipment and Operation thereof. The licensing inspection may include, but is not limited to, security and surveillance procedures and equipment; and compliance with all applicable law and regulations; including those relating to safety, food handling, and environmental matters.
 - i. The facility license will be valid for two (3) years from date of issuance unless otherwise revoked, suspended or invalidated.
 - b. Class II and Class III Gaming shall only be conducted in tribally owned, operated and licensed Gaming Facilities.
 - c. The Commission or the Agency may inspect a licensed Gaming Facility at any time, with or without prior notice.
- b. **Individual Licenses** – The Agency is authorized to issue employee or company representative licenses to individuals who work for the Gaming Operation or in the Gaming Facility, or who manufacture, distribute, manage, or provide service to gaming equipment or other sensitive Gaming Operation systems.
- i. **Class A** – All employees of the Gaming Operation who are 1) employed in a Gaming related position; or 2) classified as a Key Employee or PMO, must obtain a Class A Employee License.
 - ii. **Class B** – Employees of the Gaming Operation who are not employed in a Gaming related position and are not considered Key Employees or PMOs must obtain a Class B Employee License, or higher.
 - iii. **Class C** – Employees of the Gaming Facility who work for a third-party retail vendor and have limited access to restricted areas of the Gaming Facility must obtain a Class C License, or higher.
 - iv. **Class C-1** – Employees of the Gaming Facility who work for a third-party retail vendor, have limited access to restricted areas of the Gaming Facility, and who work with and / or around minors under the age of 18 must obtain a Class C-1 License or higher.
 - v. **Class D** – Outsourced labor (employees of the Gaming Facility who work for a third party while performing duties that would normally qualify for a Class B license) must obtain a Class D License. If the outsourced labor is temporary in nature, and meets the conditions outlined in Section 4.b.viii.c., a limited licensing exemption may be granted. Class A positions may not be outsourced.
 - vi. **Management Company Representatives** – Any employee or representative of a Management Company that performs work for the Gaming Operation must be licensed by the Agency, unless exempted. This includes:
 - a. Any individual defined as a PMO
 - b. Any individual appointed to a Gaming Operation board or committee

- c. Any individual who works in the Gaming Facility or performs work for the Gaming Operation (remotely or on-site), or has access to gaming systems, customer databases, or any other sensitive, internal information.
- vii. **Gaming Operation Boards and Committees** – Any person appointed to a board or committee that is responsible for managing all or part of the Gaming Operation is considered a PMO and must be licensed by the Agency.
- viii. **Vendor Employee (Vendor Representative)**
 - a. The Agency is authorized to issue licenses to all persons working for Gaming Vendors and Non-Gaming Vendors.
 - b. All Vendor Representative providing goods or services associated with Gaming Activities, whether remotely or on-site, must be licensed.
 - c. Under certain conditions a licensing exemption may be granted for non-gaming Vendor Representatives. The criteria for determining the licensing exemption includes an assessment of the expected nature and scope of the activities to be performed. Conditions that may qualify a Vendor Representative license exemption include:
 - a. Instances where all Vendor employee work is conducted entirely in public areas. If access and egress through non-public areas is sought, a license may still be required.
 - b. Instances where a Vendor Employee works for a limited duration. For example, reoccurring work that does not exceed six per year, or a single, short-term, work period that lasts less than two-weeks.

5. License Application

a. Requirements

- i. Each application for a license (or renewal of a license) shall be submitted on the License/Renewal Application Form approved by Agency.
- ii. Application forms are obtained from the Agency's Licensing Department.
- iii. Applications must be completed in full and include all information and attachments requested.
- iv. Completed applications must be submitted to the Agency with required attachments and applicable fees.
- v. Licenses will not be issued until the Tribal Gaming Agency is satisfied that the applicant is completely qualified pursuant to applicable laws and regulations.
- vi. Prior to issuing a license, a thorough investigation and review of all the information available will be conducted by the Agency to the degree deemed necessary to confirm the qualification of the applicant.

b. Application Forms

- i. The Agency shall provide application forms and instructions, as applicable, to any person or entity requesting a gaming license or renewal.
 - a. A privacy notice form will be included with the verbiage required by the NIGC as contained in the latest rules and regulations published.
 - b. A Licensee Responsibility Agreement form that outlines the responsibilities of the licensee to report changes in their criminal history, contact information and any other changes of information the Agency requires as a part of the licensing process must be completed.
- ii. A Release of Information / Waiver of Privilege and a Waiver of Liability form must be completed.

c. Supplemental Information

- i. In addition to submitting a completed application form, the applicant or licensee shall submit any supplemental information requested to the Agency within seven (7) days following the date of the request or within such other time as the Agency may direct. In the absence of extenuating circumstances, applicants failing to submit any of the requested supplemental information to the Agency in a timely manner shall be subject to denial of the license sought, and/or revocation of any license held.

d. Incomplete Applications

- i. An initial application is not considered complete until the Agency receives all information requested, including applicable fees. Incomplete applications are rejected. An application is considered incomplete if:
 - a. The applicant fails to provide all information requested on the application form and/or attachments.
 - b. The applicant fails to provide supplemental information requested during the licensing investigation.

- c. The applicant fails to submit proper fees as defined in the Tribal Gaming License Fee Schedule.
- d. The applicant fails to sign application, notices, waivers or any document requiring applicant’s signature.
- e. **Signatures Required**
The persons indicated below must sign applications, attesting under oath that the information provided in the application and any accompanying materials is true, accurate, and complete.

Applicant	Signature Required
Corporation (profit or non-profit)	The highest-ranking officer or official of the corporation, or authorized designee
Sole Proprietorship	The principal owner
Partnership	All partners
Limited Partnership	General Partner
Vendor Representative	Individual seeking the license
Individual	Individual seeking the license
Management Company	All Primary Management Officials
Management Company Representative	Individual seeking the license

- f. **Additional Signatures**
 - i. The Agency or Commission may also require the signature of those listed below on the application.
 - a. The Chair or members of the Board or Trustees.
 - b. The person in charge of financial records.
 - c. Any person with a substantial interest in the applicant’s business, organization, or corporation.

- g. **Release of Information / Waiver of Privilege**
Applicants must provide a general notarized release of information and waiver of any privilege in connection with the release of information to conduct licensing, regulatory review and investigation in order for the Agency to obtain information that otherwise may be privileged.

- h. **Waiver of Liability**
 - i. Applicants must expressly waive liability as to the Gaming Commissioners, the Gaming Commission and its employees and agents, the Tribe, its officers, employees and agents, and release said entities and individuals from any causes of action, suits, judgments, claims, and demands resulting from processing applications for a gaming license, including background investigations, or disclosure or publication of the

information acquired by the Agency or Commission during licensing, including background investigation, or related inquiry or hearing.

- ii. Any failure by the Agency or Commission to ensure that an applicant has expressly waived liability shall not be, nor shall it be construed as being, an admission that any liability would attach to the above identified persons and entities, or that there would be any liability in the absence of any such Applicant liability waiver.

i. Continuing Duty to Provide Information

- i. Applicants and licensees have a continuing duty to provide any materials, assistance or other information required by the Agency or Commission, and to fully cooperate in any investigation conducted by or on behalf of the Agency. Any information relevant to the license applicant or licensee's suitability for gaming shall be provided to the Agency or Commission, with or without a formal request. Information provided on the license application that is inaccurate, or subject to change, requires that applicants and licensees promptly notify the Agency of such changes or inaccuracies. Failure to do so may result in denial, suspension or revocation of a license.
- ii. Should, after a formal request to respond or produce information, evidence, or testimony, an applicant or licensee, or person associated with the applicant or licensee, refuse or fail to comply with such request, the Agency or Commission may deny the application or revoke the license.

j. Civil or Criminal Actions Filed Against an Applicant or Licensee

- i. Each applicant or licensee shall report to the Agency any civil actions, criminal arrest of, or criminal charges filed by, or against the applicant when applying for a license or from the licensee within forty-eight (48) hours of the filing of such actions or incidents. Civil cases involving personal injury, adoption, paternity, wage disputes and noncriminal traffic infractions need not be reported. Said report shall consist of a complete copy of the original documents filed and an affidavit signed by licensee detailing the circumstances of such action or incident. The licensee shall notify the Agency of the final disposition of the action or incident within thirty (30) days of disposition, and provide any court documents detailing disposition of actions or incidents. Any felony charge against a licensee must be reported in writing to the Agency within 72 hours following the filing of such charge. Failure to report may result in suspension or revocation of a gaming license.

k. Burden of Proof of the Applicant

- i. The burden of proof, with respect to the granting of any gaming license, is at all times upon the applicant. No license shall be granted unless and until the applicant has satisfied the Agency of his / her suitability to hold such license.

l. Determination of Suitability

- i. General character, honesty, integrity, and suitability to participate or engage in, or to be associated with the Gaming Operation. Any written or oral statement made in the course of an Agency investigation, proceeding, or process by any member, employee

or agent of the Commission, or witness testifying under oath, which is relevant to the investigation, proceeding, or process, is privileged and shall not impose any liability for slander, libel or defamation, or constitute grounds for recovery in any legal action. By submitting an application, Applicants accept all risk of adverse public notice, embarrassment, or other action that result from the licensing process

m. Absence of Vested Right or Privilege

- i. The issuance of any license by the Commission or the Agency shall not be construed as granting a vested right to any of the privileges so conferred.

n. Withdrawal of Application

- i. The applicant may withdraw an application for any license by submitting a written notice of withdrawal to the Agency. That an application for a license has previously been withdrawn shall not prejudice any future application for a license from the Agency or Commission.
- ii. WSGC may request that an application be withdrawn from State certification. Upon the receipt of this request the Agency will forward recommendations to the Commission for consideration and final disposition.

6. License Background Investigation

Prior to licensing, the Agency is responsible for conducting background investigations of applicants' prior activities, criminal record, reputation, habits, and associations to make a finding concerning the eligibility of the applicant for employment in a Gaming Operation. During the investigation of the applicant, should the Agency determine that employment of the applicant poses a threat to the public interest, or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming, the license will be denied. The applicant shall give full cooperation to the Agency and in all aspects of its investigation

a. Investigation Scope

All license applicants are subject to a complete background investigation prior to granting of a license, except as otherwise provided herein. The Agency shall use all available resources that may contribute to overall thoroughness while conducting a background investigation.

i. *Employee License*

The scope of investigation includes, at a minimum, an investigation of applicant's criminal history, personal history, and financial history in order to detect unusual relationships or criminal associations, and to assess the applicant's suitability to hold a gaming license. Background investigations shall include, but are not limited to:

- a. Verification (written or oral) of information submitted by applicant.
- b. Interviews of professional references to verify applicant's report. Inquiries shall be of sufficient number and depth for the Commission to make a finding concerning applicant's suitability for employment in or association with the Gaming Operation.
- c. Review of criminal history information. Applicants shown to have criminal backgrounds may be issued a criminal conditional license upon approval of the Commission.
- d. Review of applicant's credit record. Applicants shown to be not responsible for financial obligations, may be issued a credit conditional license, subject to review after one year and approval from the Commission. The process for assessing financial responsibility is outlined in the Agency's Licensing Credit Conditional Policy.
- e. Document disposition of all potential problem areas noted and any disqualifying information obtained for use in developing eligibility determination report.

ii. *Vendor License*

The scope of investigation of Vendor license applications includes, but is not limited to:

- a. Review of criminal history information related to employees of Vendors providing gaming goods or services.
- b. Review of financial information using Dunn and Bradstreet or other similar information service.

iii. *NIGC Reporting*

Within sixty (60) days of a license applicant reporting for work as a PMO or Key Employee in the Gaming Operation, a completed application must be forwarded to the NIGC by the Commission. Prior to issue of such license, the NIGC must receive a report on each background investigation from the Commission. Investigative reports shall, at a minimum, include the following:

- a. Steps taken in conducting the background investigation
- b. Results obtained
- c. Conclusions reached
- d. The basis for those conclusions

NIGC may notify the Commission of any objections to the issuance of a license within the thirty (30) days from when the NIGC receives the application. If the NIGC request further information concerning the Applicant, the 30-day period will be extended to ensure the NIGC has a full 30 days to consider the application.

The Commission will reconsider the application upon the receipt of a statement itemizing objections to the issuance of a license from the NIGC. A final decision is issued by the Commission after full reconsideration of the application and any additional information. The Commission will notify the NIGC of the final determination and status of the license within (45) days of receiving the objection from the NIGC.

A Key Employee or primary management official not licensed after ninety (90) days may no longer be employed by a Gaming Operation.

b. Supervisor Review

Upon completion of the review process, the applicant file, including comments and other information received, is forwarded to the Licensing Supervisor or his/her designee. All materials are reviewed, investigative work is approved, and any pertinent information is noted in a Notification of Results (NOR).

7. License Issuance

The Agency will have the authority to issue an unrestricted license upon completing an investigation and supervisory review. No gaming license shall be issued in violation of this regulation or other applicable law.

a. Conditional License

The Commission may grant a conditional license based on criminal or credit information that is reported as part of the application and investigation process. The conditional will outline more restrictions or conditions that is imposed on the licensee. Failure to comply with those conditions will cause the immediate suspension of the gaming license by the Agency. A conditional may only be granted by the Commission.

8. License Suspension

Should, after issuance of a license, the Agency or Commission receive reliable information indicating that the licensee is ineligible for employment under the provisions herein the Agency shall take the following steps:

- a. Suspend the license and immediately notify the licensee of suspension and proposed revocation
- b. Provide written instructions and opportunity for licensee to request an appeal
- c. If requested, notify the licensee of a time and place for a hearing on the proposed revocation of the license
- d. Conduct the revocation hearing to determine whether to revoke or reinstate the license
- e. Notify the NIGC of the final decision regarding revocation or reinstatement of the Class A or Class B license.

9. License Renewal

Applicants renewing a license are required by the Commission to submit updated information and signed consents as requested on the license renewal application. Historical data already available to the Commission need not be re-submitted.

Unless otherwise provided, all licenses shall be effective for one (1) year from the date of issuance, unless revoked, suspended, or otherwise invalidated prior to expiration.

10. Loss or Destruction of License

Any license issued by the Agency is the property of the Commission. Licensees are expected to demonstrate reasonable care and protection of the license and/or license badge.

Upon the loss or destruction of any license granted by the Agency, the licensee shall notify the Agency and may be required to provide additional information or complete additional paper work.

Fees may be levied for replacement of a license. Any associated fees will be published in the Tribal Gaming Fee Schedule. Badges damaged as a result of *normal wear and tear* will be replaced at no charge provided the badge and/or damaged pieces are returned with the application.

11. Transfer of Vendor License

Transfers of Vendor licenses issued by the Commission occur upon approval by the Executive Director or the Commission and only under the following circumstances and conditions:

- a. If the licensee is a corporation, except as provided in subsection (NOTE) below, a change in ownership of stock shall not be deemed a transfer of a license: Provided, that any change in the ownership of any stock in such corporation which results in any person or organization becoming the owner of a substantial interest therein, who was not the owner of a substantial interest immediately preceding the transaction, or which involves ten percent or more of any class of stock, shall be reported to the Commission in writing and within ten days of the close of such transaction, together with such information concerning the person or persons receiving such stock as the director may require.
- b. Where a change in the ownership of the stock of any corporate licensee results in any person, together with any members of his or her immediate family, or results in any organization becoming the owner of a majority of the voting shares of that corporation who or which had not held a substantial interest in the corporation immediately prior to the change in ownership, gambling licenses held by that corporation shall immediately terminate and be void. In such cases a new license must be obtained from the commission prior to the operation of any gambling activity requiring a license.

NOTE: Transfers to persons owning or holding a substantial interest in any of the entities to which transfer is sought, not qualified to hold a gaming license, are not permitted. The license or licenses of any corporation in which a person holds or acquires a substantial interest shall be revoked should such person not qualify to hold a gaming license.

12. Confidential Licensing Information

All licensing information submitted as part of the application process becomes the property of the Commission and is subject to inspection and disclosure to Tribal, Federal or State law enforcement, regulatory or judicial agency, or for the use of such information or records by the Commission and staff in the performance of their official duties.

In all other respects, the Commission shall ensure that all records and information obtained as a result of an employee background investigation shall remain confidential and shall not be disclosed to person who are not directly involved in the licensing process. Under no circumstances shall information obtained during the course of an employee background investigation be disclosed to members of management, human resource personnel, or others employed by the tribal Gaming Operation.

13. Fees and Fines

a. License fees

License fees are established and published by the Commission in the Tribal Gaming Fee Schedule, and may be changed at any time without prior notice for any class of license. License application fees may include an amount sufficient to cover the reasonable costs of regulation and enforcement.

b. Investigation fees

In the event the cost of investigation and processing an application exceeds the fee established, the Commission may require that additional fees be paid prior to license issuance.

c. Payment of fees

Applicants must comply promptly with any request for a deposit to cover the estimated cost of investigation and processing. Applicant's failure to pay any fee deposit when requested may result in denial, suspension, or revocation of the license. The Commission, in its sole discretion, may delay the issuance of a license for a sufficient period of time to ensure that a check offered to cover such fees has been honored by the representative financial institution

d. Waiver of fees

The Commission reserves the right to waive or adjust license fees for a member of the Cowlitz Tribe. The decision of the Commission regarding such requests shall be final and not subject to appeal

e. Fines

Fines may be imposed in lieu of license suspensions and are required to be paid. Failure to pay the fine within the required time frame may result in the suspension/revocation of the license.

14. Retention Requirements for Applications

Applications for Class A, Class B, Management Company, and Management Company Representative licenses, including reports of background investigations, are retained by the Commission for a period of no less than three (3) years from the date of license, denial, or termination of employment, whichever is later. Such records are made available for inspection by the NIGC upon request.

The Commission retains Class C license information for such employees, and to the extent necessary, after termination of employment, or denial, suspension or revocation of the license. No investigative report or eligibility determination need be forwarded to the NIGC for Class C license applicants unless specifically requested by the NIGC and approved by the Commission.

The Commission retains Vendor and Vendor Representative license information and to the extent necessary, after termination of business. No investigative report or eligibility determination need be forwarded to the NIGC for Vendor and Vendor Representative license applicants unless specifically requested by the NIGC and approved by the Commission.

15. License Denial, Suspension, or Revocation

a. Grounds for Denial, Suspension, or Revocation

A quorum of the Agency may deny, suspend, or revoke a license anytime an applicant or licensee:

- i. Has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by the Cowlitz Gaming Ordinance, regulations promulgated thereunder, the Compact, or other applicable laws or regulations
- ii. Has failed to provide information reasonably required to investigate his/her application for a license, or has furnished information that is untrue or misleading in connection with such application
- iii. Has demonstrated willful disregard for compliance with ordinances, regulations, statutes, administrative rules, or court orders at the Tribal, Local, State, or Federal level
- iv. Knowingly causes, aids, abets or conspires with another to cause any person to violate any applicable laws or regulations
- v. Has obtained a license by fraud, misrepresentation, concealment, or through inadvertence or mistake, or has had a tribal or state gaming license revoked or denied during the twelve (12) months prior to the date of submission of the application for a license
- vi. Knowingly fails to report to the Commission a known violation of applicable laws or regulations involving gaming activities or employees
- vii. Has been convicted of, forfeited bond upon a charge of, or pleaded guilty to any form of criminal assault, any crime involving a threat of physical harm against another person, or any crime involving an intention to inflict physical harm on another person, whether any of these crimes is a misdemeanor or felony, the crime of forgery, larceny, extortion, conspiracy to defraud, tax evasion, or similar offenses, or of any crime, whether a felony or misdemeanor, involving moral turpitude or a gaming activity
- viii. Allows any person who has been convicted of or forfeited bond upon any of the offenses above to participate in the management or operate in a key position with the entity licensed by the Commission, without prior notice to and written approval from the Commission
- ix. Poses a threat to the effective regulation of gaming or creates or increases the likelihood of unfair or illegal practices, methods, and activities in the conduct of gaming activities, as demonstrated through the person's prior activities, criminal record, reputation, habits, or associations
- x. Is the subject of an outstanding gross misdemeanor warrant or felony arrest warrant, or is currently on probation for the conviction of any crime
- xi. Fails to provide an updated address for the delivery of licensing related information to include but not limited to a notice of hearing.
- xii. Fails to pay a fine levied by the commission imposed at a revocation hearing.
- xiii. Commits any other act that the Commission determines constitutes a sufficient reason in the public interest for denial, suspension, or revocation of a license

b. Surrender of License

Gaming licenses (badges) issued by the Gaming Commission are the property of the Commission. Upon receiving notification of the suspension, revocation, or termination of any license issued by the Commission, the licensee is required to surrender and return it to the Commission immediately upon receiving such notification, when such license remains in licensee's possession. Licenses (primary and replacement) of terminated or resigning employees must be returned to the Commission upon termination or resignation.

c. Summary Suspension

The Executive Director or his designee may direct an Enforcement Agent to exercise the Commission's authority to summarily suspend any license issued based on approved policies and procedures.

The Executive Director or his designee may authorize summary suspension of any license issued to a licensee upon determination that such license has expired or that the licensee was suspected of a serious criminal act. Summary suspensions must be communicated to a quorum of the Commissioners at the Commission meeting following such suspension.

16. APPEALS AND HEARING PROCEDURES (Denials, Suspensions and Revocations)

a. Applicability

These Hearing Procedures apply to Licensees under the jurisdiction of the Cowlitz Tribal Gaming Commission (hereafter referred to as "Commission") and shall be used in all Licensing Hearings conducted by the Commission.

b. Fair Hearings

The Commission is comprised of appointed officials with delegated authority under Tribal and Federal law to promulgate regulations for the Cowlitz Indian Tribe's Ilani Casino(s). The Commission shall make every effort to take affirmative steps to provide fair and objective hearings.

c. Roles and Responsibilities

The Commission shall serve in the capacity of "hearing officers", of which one shall serve as the "Presiding Officer." The Regulatory Director or his/her delegate shall serve in the capacity of "Petitioner," whose responsibility is to provide facts and arguments relating to the licensing matter. "Licensee" refers to applicants, employees, Vendors, and facilities and includes both Key and non-Key licenses. Together, Petitioner and Licensee are referred to as the "Parties." The Commission reserves the right to designate and assign duties to the Gaming Regulatory Director and/or Gaming Regulatory Administrative Assistant.

d. Service of Notice to Deny, Suspend or Revoke a License

Notices and other hearing documents that deny, suspend or revoke a license shall be served upon the Licensee by personal service or by United States mail. If the notice is served by mail, it shall be addressed to the Licensee's last known address. It is the Licensee's duty to keep the Commission's designee informed of current address.

e. Right of Licensee

The Licensee whose license is suspended, or revoked:

- i. Has the right to a hearing before the Commission on the Gaming Regulatory Staff's Notice of Denial, Suspension or Revocation.
- ii. Must file a written notice of appeal request to the Commission for a hearing within 30 days following the effective date of the Gaming Regulatory Staff's, Suspension, or Revocation as stated on the Notice. Failure to properly request a hearing in within 30 days waives the right to a hearing or any other appeal of the Commission's or staff's, Suspension, or Revocation.

f. Timing of Hearing

After receipt of a written request for an appeal and upon showing of good cause the Commission shall schedule a hearing not later than 45 calendar days after receipt of the request unless the Commission and the person requesting the appeal mutually agree to an extension. Following the hearing the Commission shall make a decision to uphold, modify, or reverse the staff's notice imposing the suspension or revocation.

g. Prohibition of Ex Parte Communication

In an effort to assure a fair hearing process, unless required for the disposition of ex parte matters authorized by law or by the Commission:

- i. Commissioners shall not communicate, directly or indirectly with any party or their representative in connection with any issue of fact or law related to a hearing except upon notice and opportunity to all parties to participate;
- ii. This section shall not preclude Gaming Regulatory staff from having contact with a Licensee at any stage of the proceedings.

h. Delegation of Chairperson

The Chairperson, or his/her designee, of the Commission may issue rulings on discovery matters, scheduling matters, protective orders, continuances, the admissibility of evidence and other procedural or pre-hearing matters that are not dispositive of the case or any portion thereof. The Chairperson's rulings are subject to consideration by the entire Commission upon the request of any Commissioner or upon the request of a party or person affected by the ruling. The failure of such person or party to request such relief shall not be deemed to consent to the ruling nor waiver of any objection for purposes of judicial review.

i. Appearance through an Advocate

Parties to proceedings governed by this regulation may appear personally or through an advocate (i.e. attorney). If the party appears through an advocate, the party must attend hearings unless excused by the Commission. Parties retaining an advocate who requires a fee shall retain the advocate at their own cost.

- i. When a party has appeared through an attorney, service of notices of hearings, decisions or any other matters shall thereafter be made upon the attorney.
- ii. When a party has appeared through a non-attorney advocate, service of all notices of hearings, decisions or any other matters shall thereafter be made upon the Licensee, who assumes the responsibility of sharing information with the advocate.
- iii. The Commission reserves the right to directly question the Licensee or any witness during the hearing.

j. Pre-Hearing Conferences

Prior to hearing on the merits under this regulation, the parties may meet to expedite the disposition of the action, resolve discovery issues, and facilitate settlement of the case. The Commission shall initiate this process. Absent unusual circumstances, the Commission will not participate in the pre-hearing conference, however at the request of the parties, or upon request of a party, and good cause shown, the Commission Chairperson, or his/her designee, may participate in the pre-hearing conference.

- i. The participants at the pre-hearing conference shall be prepared to consider and take action with respect to any or all of the following:
 - a. Formulation and simplification of the issues;
 - b. Possibility of obtaining admissions of fact and of documents which will avoid unnecessary proof, stipulation regarding the authenticity of documents;
 - c. Identification of witnesses and documents;
 - d. Possibility of settlement;
 - e. Such other matters as may aid in the disposition of the action.

k. Discovery and Mandated Exchanges

Prior to the hearing the parties shall exchange all evidence they intend to introduce, and shall also exchange written lists of all persons each party intends to call as a witness. Each witness shall be identified by name, with a brief description of the reason from which the witness will be called. Failure to disclose evidence and witness lists at least seven (7) days prior to the hearing may limit a party's opportunity to introduce evidence.

l. Confidential and Privileged Materials

If any document or other material required to be produced is the subject of a privilege or is confidential under applicable law or is subject to a confidentiality agreement, the document shall be marked “confidential” before disclosure or use in a hearing. A Licensee shall not further disseminate confidential or privileged materials except to counsel/advocate of record in the action.

m. Depositions

A party may take the oral testimony of any witness whose name appears on the witness list of an adverse party or other persons that may become a witness in a hearing on the merits. Unless waived by the part that listed the witness, the scope of the deposition testimony shall be limited to the subject matter of the witness’ expected testimony at the hearing. A person deposed under this section may be examined and cross examined in the same manner as if the person were called as a witness at a hearing on the merits.

- i. The deposition of a party may be compelled by directing a notice of the deposition to that party. The notice must contain the title and number of the proceeding, the name and address of the person to be deposed, the date, time and place of the deposition and the name and signature of the requesting party or their attorney. The notice must be served on all parties to the proceeding.
- ii. The deposition of a non-party may be taken as described above if the non-party agrees to the deposition. If the non-party does not agree to the deposition, the non-party may be compelled to appear and participate by and through the issuance of a subpoena pursuant to this regulation.
- iii. Depositions shall be taken before an officer authorized to administer oaths. A deposition shall not be taken before a person who is a relative, employee, attorney or counsel of any parties or is a relative or employee of such attorney or is interested in the proceeding. Testimony shall be taken upon oath or solemn affirmation. Unless the Commission orders otherwise, the testimony shall be recorded. The cost of transcription shall be borne by the party requesting the deposition. Such party shall provide a copy of the transcript to all parties involved in the proceeding. A deposition may be used in a proceeding under this regulation for the same or similar purposes as depositions may be used in a court of law or for any other purpose allowed by the Commission. Objection may be made at the hearing on the merits to receiving in evidence any deposition or part thereof for any reason which would require the exclusion of the evidence if the witness were then present and testifying. If a deposition is received in evidence, any party may rebut any relevant evidence contained in the deposition.

n. Subpoenas

The Commission or its Chairperson shall issue subpoenas, including subpoenas for production of documents and other tangible things, upon the request of a party, only for the following purposes:

- i. To compel a non-party to appear and give oral testimony at a deposition;

- ii. To compel any person to appear at the hearing on the merits of the case to give oral testimony alone, or to produce documents or other tangible evidence.
- iii. Subpoenas shall be submitted to the Commission or its Chairperson for issuance on a form approved by the Commission. Concurrently, with the submission of the subpoena request to the Commission or its Chairperson, the requesting party shall serve a copy on all other parties to the proceeding. Subpoenas will not be issued in blank. A subpoena submitted for issuance must contain the title and number of the case, the name of the person to whom it will be directed, the date, time and place of hearing or deposition and the name and signature of the requesting party or their attorney. A subpoena for the request of document must in addition contain a complete description of specific documents or tangible things that the witness will be required to produce at the hearing.

o. Protective Orders

Upon motion by a party or by a person to whom a subpoena is directed, or from whom discovery or testimony is sought, the Commission may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense, including one or more of the following:

- i. That a subpoena be quashed or modified;
- ii. That the discovery not be had or that it be had only on specified terms and conditions including a designation of the time or place;
- iii. That certain matters not be inquired into or produced or that testimony or production is limited in certain matters;
- iv. That a deposition be conducted with no one present except persons designated by the Commission or that a deposition transcript be sealed; or
- v. That a trade secret or other confidential research, development or commercial information not be disclosed or be disclosed only in a designated way.

p. Request for Information

Either party may make a written request to the commission for its assistance in obtaining relevant documents, witnesses and other evidence within the Commission's jurisdiction. Information requests must be specific and contain type of evidence and date of occurrence. Determinations regarding relevancy, admissibility, and confidentiality shall be in the Commission's sole discretion.

q. Limitations

If any party or their attorney/advocate fails reasonably to comply with these regulations, or any order entered regarding any matter, including discovery, the Commission may impose upon such party, advocate, or attorney, or both, appropriate limitations including an order prohibiting the use of any witness or evidence which should have been disclosed, produced, exhibited, or exchanged.

r. Sanctions

If any party or their attorney fails reasonably to comply with any provision of this regulation, the Gaming Ordinance, or any order entered regarding any matter, including discovery, the Commission upon motion or upon its own initiative, may impose upon such party or attorney, or both, appropriate sanctions in regard to the failure as are just, including the following:

- i. An order prohibiting the use of any witness, document or tangible thing which should have been disclosed, produced, exhibited, or exchanged pursuant to this regulation or order of the Commission or Chairperson.
- ii. An order that designated facts shall be taken to be established;
- iii. An order to the disobedient part may not support or oppose designated claims or defenses;
- iv. An order striking out pleading or parts thereof, or staying further proceeding or dismissing the proceedings or any part thereof, or entering a judgment by default against the disobedient party.

s. Conduct of Hearings

The hearing before the Commission will proceed as follows:

- i. Opening comments and questions.
 - a. Presiding Officer
 - b. Petitioner
 - c. Licensee
- ii. Case Presentation
 - a. Petitioner
 - b. Licensee
- iii. Rebuttals
 - a. Petitioner
 - b. Licensee
- iv. Commission /Hearing Officer's Questions
- v. Closing Argument
 - a. Petitioner
 - b. Licensee

t. Evidence

The Commission shall consider evidence that it finds relevant and material to the hearing, giving the evidence such weight as is appropriate. The Commission may limit testimony to exclude evidence that would be immaterial or unduly repetitive. Upon request before the hearing, the Commission in its discretion may permit the introduction of additional previously undisclosed evidence.

u. Failure to Testify

If a party fails to testify in their own behalf or asserts a claim of privilege in response to any question, the Commission may infer that such testimony or answer would have been

adverse to Licensee's case. Licensee may rebut such inference with an explanation based on a legitimate legally binding reason, such as a confidentiality agreement.

v. **Continuances**

Continuances will not be granted except for good cause shown.

w. **Default**

Failure of a Licensee to appear personally at the hearing, unless otherwise excused by the Commission, shall constitute admission of all matters and facts. A judgement by default shall be rendered against an unexcused Licensee and the Commission may take action against the gaming license without further notices to the Licensee.

x. **Decision of the Commission (CIT Gaming Ordinance Section 39)**

Within 10 days of the conclusion of the hearing the Commission will uphold, modify, or reverse the appealed licensing action.