

FORT MCDOWELL GIFT POLICY

Article I. Purpose

It is the purpose of this policy and these regulations to achieve the goals of the “Declaration of Policy and Purpose” of the Fort McDowell Yavapai Nation of Arizona – State of Arizona Gaming Compact of 2003, as well as the “Statement of Policy” contained in Section 1 of the Fort McDowell Gaming Ordinance to ensure the fair and honest operation of the Nation’s gaming activities, and safeguard the integrity of such gaming and related activities.

Article II. Authority

This policy and these regulations regarding the licensing of persons or entities providing Gaming Services to the Nation are promulgated pursuant to authority in Fort McDowell Compact and Gaming Ordinance.

Article III. Policy

It is the policy of the Fort McDowell Tribal Gaming Office that any person or entity providing Gaming Services to the Nation, as a condition of obtaining or retaining such license:

(A) Shall be prohibited from offering, giving, or providing any gift to any specific employee(s) of the casino where, in the discretion of the Tribal Gaming Office, such gift is intended, appears to be intended, or reasonably could create the appearance of intent, to influence whether within or outside the authority of the employee; and,

(B) Shall be bound by the following regulations.

Article IV. Definitions

As used in this policy and these regulations, the following terms shall have the meanings ascribed below:

“Casino” means the subordinate economic organization of the Nation known as the Fort McDowell Casino or the Fort McDowell Gaming Center.

“Nation” means the Fort McDowell Yavapai Nation or its Casino.

“Compact” means the Fort McDowell Yavapai Nation of Arizona – State of Arizona Gaming Compact of 2003.

“Employee” means any person who is a Casino employee and/or performs the functions, duties and responsibilities of an employment position within the various departments, divisions or sub-entities of the Casino for which the person receives compensation through the Casino payroll or is under an employment contract with the Casino. For the purposes of this policy and

these regulations, the term “employee” shall also include the employee’s spouse (or, if not married the employee’s intimate partner, if any) and immediate family (which includes any person within kinship by blood or marriage).

“Executive Director” means the Executive Director of the Fort McDowell Tribal Gaming Office.

“Gaming Center” means the Fort McDowell Gaming Center, also known as the Fort McDowell Casino.

“Gaming Ordinance” means the Fort McDowell Gaming Ordinance.

“Gaming Services” means the providing of goods and services in connection with the operation of the Casino, including, but not limited to, those things described in Section 2(r) of the Compact and Section 2(r) of the Gaming Ordinance.

“Gift” means cash, any cash equivalent, any negotiable instrument, any tangible thing, or any benefit to a specific employee, as explicitly provided herein. The term “gift” shall not include:

(A) Limited amounts or numbers of trial samples or free samples of the vendor’s product(s) packaged in amounts less than or equivalent to those generally available to regular retail consumers; or,

(B) Gifts and/or promotional items having a cash value of less than one-hundred dollars (\$100.00) which the vendor can demonstrate (to the satisfaction of the Executive Director) are customarily provided to all clients or to a particular class of clients; or,

(C) Gifts or promotional items given to the Casino or a Casino department in general which is distributed to an employee via a random drawing or award incentive (e.g. employee of the month).

(D) Gifts or promotional items received by an employee through a random prize award (e.g. door prize).

“Vendor” means any person or entity that provides or intends to provide Gaming Services to the Casino.

Article V. Regulations

Section 1. Prohibition. Every vendor shall be prohibited from offering, giving, or providing any gift to any specific employee(s) of the casino where, in the discretion of the Tribal Gaming Office, such gift: (A) is intended, appears to be intended, or reasonably could create the appearance of intent, to influence such specific employee(s) in the performance of the employee’s functions, duties, and responsibilities, whether within or outside the authority of the employee; or, (B) provides, appears to provide, or creates the appearance of providing, some

compensation, regard, “kickback,” or other remuneration for the employee(s) where the employee(s) has or had the ability to direct or influence the utilization of that vendor’s goods or services.

Section 2. Duty to Report.

(A) Every vendor, or employee shall be required to immediately report to the Tribal Gaming Office when the vendor offers, gives, provides or desires to offer, give, or provide any gift(s) to any employee of \$100 per month or greater from all vendors. Upon receipt of the request the Tribal Gaming Office shall investigate the report, and within five (5) business days present the results of the investigation.

(B) **At the end of the Casino’s fiscal year, each employee who purchased goods or services for the casino will be sent a disclosure form that states the employee has reported all gifts over \$100 total per month.**

Section 3. Notice of Policy and Regulations. Every vendor shall be provided a copy of this policy and these regulations as soon as practicable after the effective date thereof. Every employee shall be provided a copy of this policy and regulations upon request for a gaming license application. In either event, as a condition of obtaining or retaining a gaming license, each vendor shall submit acknowledgment of receipt of this policy and these regulations to the Tribal Gaming Office. No license shall be issued, or if already issued, may be summarily suspended, if the acknowledgment has not been received by the Tribal Gaming Office at the time of application or within thirty (30) days after notice to the vendor.

Section 4. Violation and Non-Compliance; Sanctions. Upon receiving a report of an alleged violation or incident of non-compliance with this policy or these regulations, the Executive Director, pursuant to the Gaming Ordinance, may summarily suspend the license of an employee or vendor. Upon a determination by the Executive Director that this policy or these regulations have been violated or an incident of non-compliance has occurred, the Executive Director, pursuant to the Gaming Ordinance, may revoke the gaming license of a vendor or employee, or deny the license application and/or impose any other appropriate sanction(s) for each particular violation.

Sanction 5. Appeal. Any employee or vendor who has had a gaming license suspended, revoked or denied under this policy and regulations may appeal such action to the Tribal Gaming Office Commission who, after a hearing on the matter, shall send their recommendation for action to the Executive Director for final disposition.

Section 6. No Waiver of Immunity; No Cause of Action; Exclusivity of Forum.

(A) Nothing in this policy or regulations is intended as, nor shall be construed to create, a waiver of sovereign immunity from suit, and the Nation hereby reaffirms and retains all immunities that may be applicable to the Nation and its council members, officers, officials, agencies, boards, commissions, committees, agents and employees.

(B) Nothing in this policy or regulations shall be deemed to authorize or constitute a basis for any action in law or equity relative to the actions, inaction, or final disposition of the Executive Director or Tribal Gaming Office Commission relative to the subject matter of this policy and regulations.

(C) Any action in law or equity relative to any action, inaction or final disposition of the Executive Director or Tribal Gaming Office Commission relative to the subject matter of this policy and regulations shall be initiated and maintained exclusively in the judicial system of the Nation.

Section 7. Exceptions. It is the express purpose of this policy only to address situations where a gift is offered by a vendor to a specific employee(s). Except as provided in Section 8 of this article, this policy does not affect certain situations including, but not limited to:

(A) Rebates, refunds, discounts, trade-outs, free products, coupons, business meals and other generally accepted, customary, or industry-standard bona fide commercial incentives offered to the casino as a result of, or in anticipation of, utilizing a vendor's goods or services under \$100 per month;

(B) Other negotiated, proffered, or solicited in-kind benefits, such as vendor-paid registration fees for casino employees for gaming industry-related conferences and trade shows;

(C) "Comps" (complimentary goods or services) under \$100 per month offered by the Casino or casino management to individuals or entities;

(D) The Casino's employee tip policies;

(E) Voluntary gift exchanges between employees within Casino departments;

(F) The offer of tickets for concerts, sporting events, theatrical productions, etc., when the offer is made by the vendor for general distribution to employees of the Nation, Casino, Casino Department, rather than to specific individual employee(s);

(1) Employees must report tickets for above events to the TGO Executive Director if they are given to a specific employee. Last minute tickets can be reported promptly to TGO via email after the event.

(G) The offer of gifts to a contracted employee when the employee's contract allows the acceptance of such gifts, subject to any limitations and conditions contained in the employee's contract.

Section 8. Procedure of Prior Determination and Approval.

(A) When any vendor desires to offer any gift(s) or benefit greater than \$100 per month to the Nation, Casino, or any Casino employee, including, but not limited to, all situations listed in Section 7, subsections (C), (G) and (H) above, the

vendor shall communicate such desire in writing to the Executive Director, specifically stating the nature and value of the gift, as well as how or to whom the gift(s) will be offered.

- (B) No gift(s) or benefit(s) greater than \$100 per month shall be offered, given or provided to a specific employee without the prior determination of appropriateness by the Executive Director, except as provided in Section 7 (F)(1).
- (C) The Executive Director or his duly authorized representative, in his discretion, shall determine the appropriateness of any gift to be solicited, offered, or received and the application of this policy and regulations to such gift. In addition, the Executive Director shall maintain a list for each calendar year detailing: (i) the date of notice to offer, or receipt of the gift or benefit; (ii) the name of the vendor, or employee; (iii) the nature and value of the gift involved; (iv) how and to whom the gift or benefit will be distributed; and (v) the determination of the Executive Director relative to that gift or benefit.

Article VI. Effective Date; Amendment, Revision or Repeal.

This policy and these regulations shall be effective commencing on the date of adoption by the Tribal Gaming Office Commission. This policy and these regulations may be amended, revised or repealed by subsequent official action by a majority vote of Tribal Gaming Office Commissioners.

The above policy and regulations were adopted this 4th day of May, 2005, at a regular meeting of the Fort McDowell Tribal Gaming Office Commission held at Fort McDowell, at which a quorum of five (5) Commissioners were present, with zero (0) absent, by a vote of five (5) for, zero (0) against, and zero (0) abstained.

FORT MCDOWELL TRIBAL GAMING
OFFICE COMMISSION

Chairman

ATTEST:

Executive Director
Fort McDowell Tribal Gaming Office